The Bombay Gazette.

No. 7,649.—New Series. BOMBAY :—MONDAY, SEPTEMBER 19, 1870. Annual Subscription in Advance...Rupees Fifty-two.

THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

For year in advance delivered in Town	Rs. 52	0
——— including postage	,, 72	0
For half year in advance, delivered in Town	,, 28	0
——— including postage	,, 38	0
For three months' advance, delivered in Town	,, 16	0
——— including postage	,, 21	0
For one month, delivered in Town	,, 6	0
——— including postage	,, 7	12
Single Copy for Cash	,, 0	4
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TERMS FOR ADVERTISEMENTS.

Ten lines and under

First Insertion	5	0
Second Ditto	3	8
Third Ditto	2	8
Fourth and succeeding insertions	,, 0	2½ As.

per line, but no advertisement counted as less than eight lines.

LONG ADVERTISEMENTS.

First insertion	8	As.	per line.
Second Ditto	4½	,,	,,
Third and succeeding	2½	,,	,,

In the Native Languages, double the above.

Domestic Occurrences. Each—Rupee 1.

All Cheques, Money Orders, and other Remittances should be made payable to the "Proprietor of the *Bombay Gazette*."

SHIPPING.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, & CALCUTTA.

THE British India Steam Navigation Company (Limited), under contract with Government, despatch Steamers as above, with Mails, Passengers, and Cargo, every fourteen days.

	Sept.		Oct.
Leave Bombay	27	Leave Colombo	4
,, Rutnagherry	28	,, Galle	5
,, Vingorla	28	,, Negapatam	8
,, Carwar	29	,, Pondicherry	9
,, Mangalore	30	,, Madras	12
,, Cannanore	Oct. 1	,, Coconada	14
,, Tellicherry	1	,, Vizagapatam	15
,, Calicut	1	,, Bimlipatam	15
,, Beypore	1	,, Gopalpore	16
,, Cochin	2	,, False Point	17
,, Tuticorin	3	Arrive Calcutta	18

This route is the most expeditious and economical for passengers for the Neilgherry district, Bangalore and Madras who can land at Calicut for Beypore, and proceed from thence by rail.

Passengers for Calcutta can take the same route picking up the Steamer at Madras.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE PERSIAN GULF VIA KURRACHEE.

(Interchanging Cargo and Passengers at Bussorah, to and from Bagdad, with the Euphrates and Tigris Steam Navigation Company.)

THE British India Steam Navigation Company (Limited) under Mail Contract with Government, will despatch a Steamer every 14 days to the Persian Gulf, touching at Kurrachee, Guadur, Muscat, Bunder Abbas, Linga, Bushire, Fao, Mahomerah, and Bussorah.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE.

THE British India Steam Navigation Company (Limited), under Mail Contract with Government, and in connection with the Weekly Service from England, despatch a Steamer to Kurrachee on MONDAY, the 26th September 1870.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM FERRIES (under contract with Government).

—Steam Ferry Boats will ply across the Harbour daily, stopping at the undermentioned Bunders:—

Fares from Bombay to	Rewas.		Dhurumtur.		Butchers Island and Oorun.		Oolwa.	
	Rs.	A.	Rs.	A.	Rs.	A.	Rs.	A.
First Class	2	0	3	0	2	0	3	0
Second Class	0	12	1	0	0	8	0	12
Third Class	0	6	0	8	0	4	0	9

The Dhurumtur Ferry leaves Carnac Bunder daily at 8 A.M., and Dhurumtur at 1 P.M.

The Oolwa Ferry leaves Carnac Bunder daily at 8-30 A.M., and Oolwa at 1 P.M.

Passengers are required to obtain Tickets from the Bunder Clerk previous to proceeding on board.

J. A. SHEPHERD.

Bombay, 5th November 1867.

STEAM COMMUNICATION WITH ITALY.

(VIA SUEZ CANAL).

THE Steam Navigation Company of Messrs. R. RUBATTINO and Co. of GENOA, will despatch, on the 15th of each month, one of their four New Steamers, viz. :—

INDIA	Capt. Dodero	2,000 Tons
ASIA	Capt. ———	2,000 Tons
PERSIA	Capt. Crocco	2,000 Tons
ARABIA	Capt. Buzzolino	2,000 Tons

FROM BOMBAY TO GENOA

calling at ADEN, SUEZ, PORT SAID, ALEXANDRIA, MESSINA, NAPLES, and LEGHORN.

These Steamers, especially built for Passenger Traffic and fitted out with elegance, and comfort, offer superior accommodation to 1st, 2nd and 3rd class Passengers.

PASSENGER RATES.

(Inclusive of all Transit Fees through the Canal.)

	1st Class.	2nd Class. Including Wines.	3rd Class. Without Food.
To Aden	£22	£15	£4
Suez	36	22	8
Port Said	38	24	9
Alexandria	39	25	9-10
Messina	45	32	12
Naples	47	33	13
Leghorn	50	34	14
Genoa	50	34	14
Marseilles with transhipment at Genoa	52	35	14-10

Children under 3 years, free of charge.

Children not above 10 years, half fare.

Passengers are allowed to BREAK THEIR VOYAGE AT ANY OF THE ABOVENAMED MEDITERRANEAN PORTS, and to resume it by any of the Company's Steamers to the port of destination marked on their Tickets.

Passengers returning within 6 months of their departure from Bombay by the Steamers of the Company are entitled to a reduction of 20 per cent. on the Return Fare.

Berths may be secured in advance by depositing half the Passage Money.

In accordance with the above, the s.s. ASIA will be despatched to Genoa on the 15th October next.

For prospectus, rates of freight and further particulars apply to

VOLKART BROTHERS,
Agents Rubattino Steam Navigation Company.

Bombay, 17th August 1870.

NEW OVERLAND ROUTE

(via SUEZ CANAL.)

DIRECT SERVICE BETWEEN BOMBAY and MARSEILLES, touching at ADEN, SUEZ, ISMAILIA, PORT SAID, ALEXANDRIA (in case of need), and MARSEILLES.

LA COMPAGNIE MARSEILLAISE DE NAVIGATION A VAPEUR.—MARC FRAISSINET PERE and FILS will DESPATCH STEAMERS MONTHLY from BOMBAY to MARSEILLES, via the SUEZ CANAL.

FREIGHT.—The Company undertake to grant through Bills of Lading for the above, and most other Continental Ports and also to Liverpool. They have further made arrangements to forward Cotton at a through rate from Bombay to the principal towns in France, Germany, Switzerland, Italy, Belgium, and Spain.

Freight on Goods shipped to Europe to be payable at destination.

INSURANCE may be effected on very moderate terms, under the Company's Floating Policy, on goods shipped to the Continent by their own Steamers. Premiums of Insurance from Bombay to Marseilles ⅞ per cent.

The undersigned are further prepared to receive Merchandise from up-country, and to forward same to any part of Europe.

PASSENGER RATES.

(Inclusive of Wines, and all Transit Fees through the Canal.)

	1st Class.	2nd Class.	Deck. Without food
To Aden	£ 25	£ 15	£ 5
,, Suez	£ 40	£ 22-10	£ 8
,, Port Said	£ 42	£ 24	£ 9
,, Marseilles	£ 56	£ 36	£ 14

Children over three and under ten years of age, half fare.

The Company issue Return Tickets available for six months, deducting 20 per cent from the cost of the Return Passage.

The Steamers carry both Doctor and Stewardess.

Departures from Marseilles on the 1st and from Bombay about the 7th of each month.

In accordance with the above, the s. s. BYZANTIN, 700 Tons, Captain CANDOLLE, will be despatched on or about the 7th October next.

For further particulars, rates of Freight, &c., apply to

KUNKLER, PREISWERCK, & Co., Agents.

Elphinstone Circle, 7th September 1870.

THACKER VINING, & Co.

A COMPLETE BOOK CATALOGUE is in course of preparation; orders will be registered.

AN INTERESTING PAMPHLET, containing Paragraph Notices and Lists of Valuable Books, Instruments, Pictures and Sundries, may be had on application.

TENTS.—JUBBULPORE GOVERNMENT SCHOOL of INDUSTRY.

—The prices of Tents made at this Institution are the same as last year.

The reduction of 10 per cent in the price of Tents under (500) five hundred rupees, and 20 per cent on Tents over (500) five hundred rupees as sanctioned last season is still allowed, and revised list with prices reduced as above are available on application to the Superintendent.

B. ROGERS, Captain,
Superintendent.

THE TWENTY-FIVE LAKH LOAN CASE.

Now Ready, at *Bombay Gazette* Office,

JUDGMENTS delivered by Mr. JUSTICE WESTROPP and SIR CHARLES SARGENT in the case of the

BANK OF BOMBAY
VERSUS
THE ORIENTAL BANKING CORPORATION.

The above have been reprinted in Pamphlet Form, and copies may be had in this Office. Price ONE RUPEE.

Bombay Gazette Office, April 4.

SHIPPING.

OVERLAND FREIGHT ROUTE VIA SUEZ CANAL.

THE Bombay and Bengal Steam Ship Company, take cargo to Liverpool, London, and Havre, via the Canal.

RATES OF FARE FOR PASSENGERS.

To Liverpool via Suez Canal—1st class £50 ; 2nd class £35.
To Suez—1st class £40 ; 2nd class £22 10s.
To Trieste (exclusive of Transit)—1st class £53 ; 2nd class £34.
Exclusive of Wines.

For Freight or Passage apply to Messrs. Stephen, Kennard & Co., London ; Messrs. Tod, Kennard & Co., Liverpool ; Messrs. Tod, Rathborne & Co., Alexandria ; or to the undersigned in Bombay.

STEARNS, HOBART, & Co.

Bombay, 8th June 1870.

BRINDISI ROUTE.

SUPPLEMENTARY MAIL LINE,

UNDER AUTHORITY FROM THE

ADRIATICO ORIENTALE COMPANY.

THE undersigned are prepared to issue THROUGH TICKETS from ALEXANDRIA to BRINDISI, ANCONA, VENICE, NAPLES, ROME, BOLOGNA, FLORENCE, TURIN, SUSA, VERONA, CAMERLATA, MILAN, and PARIS.

Steamers leave Alexandria on the arrival of the mail from Bombay.

The passage from Alexandria to Brindisi occupies only three days, and the through journey to London about 140 hours, making a saving over other routes of about 48 hours.

On arrival of the weekly fast Steamer from Alexandria, carrying the Supplementary Indian Mail, an express train is run from Brindisi by the South Italian Railway en route for London via Ancona, Bologna, Turin, Mont Cenis, Paris, Calais and Dover.

Passengers wishing to avoid the Seat of War can proceed from Venice or Milan via Verona, Munich, Frankfort and Ostend to England.

RATES OF FARE FROM ALEXANDRIA.

	1st Class.	2nd Class.		1st Class.	2nd Class.
To BRINDISI	£11	£ 8.	To ROME	£12- 6	£ 8-19.
,, VENICE	£12-16	£ 8-16.	,, PARIS	£20-12	£15-13.

For rates to other towns apply to

STEARNS, HOBART, & Co.,
Agents.

Bombay, 10th September 1870.

NOTICE to OVERLAND PASSENGERS.—Half Pints of CHAMPAGNE at Rs. 9, 12, and 15 per dozen. All Dry.

PAYNE & Co.,
ELPHINSTONE CIRCLE, BOMBAY,
Immediately Opposite the Custom House.

SALES BY AUCTION.

BENNETT and COMPANY.

No. 5, Forbes Street.

AUCTION SALE of VALUABLE and HANDSOME HOUSEHOLD FURNITURE, Plated, Glass, and Porcelainware, a first-class Rosewood Grand Square Piano, by Stodart, a remarkably light English-built Open-carriage by Thorn, a pair of handsome Fleabitten Grey Carriage Horses, a first-rate Surat Milch and Calf, &c., at No. 83, Malabar Hill.

On WEDNESDAY, the 28th instant, Messrs. BENNETT and Co. are instructed to sell by public auction, at the abovementioned place, the valuable and handsome household furniture, plated, glass, and porcelainware, piano, carriage, horses, &c., the property of H. H. Warneken, Esq., changing his Residence.

Full particulars will be given hereafter. Catalogues will be published, and the property on view 4 days before the day of sale.

AUCTION SALE of VALUABLE LANDED PROPERTY in the BORAH BAZAR STREET, FORT.

On MONDAY, the 26th instant, at 4 P.M., Messrs. BENNETT and Co. are instructed to sell by public auction, on the premises, by order of Khatao Maccandjee, Esq., the Mortgagee, and on account and at the risk of Cursondass Shamjee, the Mortgagor, the following valuable Landed Property, viz. :—

All that piece or parcel of land or ground, admeasuring thirty-two feet in breadth, and one hundred and fifteen feet in length or thereabouts, together with the messuage, tenement, or dwelling-house standing thereon, built with chunam and stone walls and covered with tiles, situate, lying, and being within the Fort of Bombay, in the Borah Bazaar Street, on the west side thereof, in the sub-district of Fort and Colaba, and bounded as follows :—that is to say, on the east by the Borah Bazaar Road, on the west partly by a public passage and partly by the house of Hunsraz Hurrydass and Tijpall Khatao, on the north by the house of Dwarkadass Raghowjee Khatao, and on the south by the property of the late Juggunnath Sunkersett, Esq.

BENNETT & Co.

Bombay, 19th September 1870.

CRAWFORD AND COMPANY,

3, MARINE STREET, BOMBAY.

AUCTION SALE OF LANDED PROPERTY AT FUNNUSWADY.

On WEDNESDAY, the 21st September 1870, at 4 P.M., Messrs. CRAWFORD & Co. are instructed to sell by Public Auction, on the premises, in pursuance of the Power of Sale vested in a certain Indenture of Mortgage bearing date the 28th June 1867, by order of Mortgagee Mr. Muckoondrao Cassinathjee, on account and risk of Mortgagors Ootumram Pranshunker and Shewshunker Ootumram, all that oart, piece, or parcel of land or ground, containing by admeasurement 631 6-9th square yards, with the messuage, tenement, or dwelling-house and range of buildings standing thereon, situate, lying, and being without the Fort, at Funnuswady Road, and fronting on the east side thereof, in the sub-district of Bhooleshwur, bearing Pension Tax No. 148, and assessed by the Collector of Assessment under Nos. 51 and 51 A., and bounded as follows :—on or towards the east by the Funnuswady Road, on or towards the west by Zowba's oart, on or towards the north by the property of Govindrao Demitay, and on or towards the south by the property of Juggonath Jeewanjee.

For further particulars apply at the office of the undersigned.

CRAWFORD & Co.

Bombay, 19th September 1870.

NEW ADVERTISEMENTS.

NOTICE to CONTRACTORS.—TENDERS are INVITED for the construction of a NEW FACADE to the OLD COMMISSARIAT OFFICE, Parsi Bazaar Street.

The Drawings and Specification can be inspected, at the Office of the undersigned, any day between the hours of 11 A.M. and 5 P.M.

Tenders will be received up to noon on FRIDAY next the 23rd instant.

The undersigned does not bind himself to accept the lowest or any tender.

J. MORRIS.

5, Church Lane, Bombay, 17th September 1870.

In the matter of Act 28 of 1865, and in the Estate of SOONDERJEE NANJEE and MORARJEE SOONDERJEE, trading in Bombay under the name and style of SOONDERJEE NANJEE & Co., in Calcutta of NANJEE JEYCURN & Co., and in Mangarole of SOONDERJEE NANJEE.

NOTICE is hereby given, that a THIRD and FINAL DIVIDEND of 3 (three) per cent. will be PAID to Creditors of the above Estate on WEDNESDAY the 5th proximo, and on every ensuing WEDNESDAY, between the hours of 10 A.M. and 2 P.M.

T. F. PUNNETT,
Trustee of the above Estate.

Bruce Lane, 16th September 1870.

CHESSON and WOODHALL'S LIBRARY,

No. 11, HUMMUM STREET, BOMBAY,
AND No. 1, EAST STREET, POONA.

LAW AND OTHER BOOKS.

Broom's Selection of Legal Maxims	Rs. 20	0
Lord St. Leonard's Handy Book on Property Law	4	12
Laws of Discursive Thought, by J. McCosh	3	4
Mayne's Commentary on the Penal Code	14	0
History of British India, by Hugh Murray	5	8
Indian Domestic Economy and Cookery	10	10
Turner's Celebrated Landscapes	26	4
Illustrated Travels	11	4
Works of Sir George Harvey	26	4

19th September 1870. CHESSON & WOODHALL.

LETTS' DIARIES, 1870, at HALF PRICE.

No. 8, 1 page to a day	Rs. 2	0
Nos. 10 and 11, 3 days to a page	1	8
Nos. 13 and 14, ditto	1	0

THACKER, VINING, & Co.

FIELD EXERCISE BOOK, 1870. Large edition......Rs. 2 8
THACKER, VINING, & Co.

HE KNEW HE WAS RIGHT, by ANTHONY TROLLOPE. Cheap Edition......Rs. 3 12
THACKER, VINING, & Co.

STONEHENGE'S BRITISH RURAL SPORTS. Eighth Edition......Rs. 9 8
THACKER, VINING, & Co.

STIELER'S ATLAS VON DEUTSCHLAND. Twenty-five Sheets......Rs. 20 0
THACKER, VINING, & Co.

GOUJOUS' MAP of FRANCE, with small Plan of Paris......Rs. 3 0
THACKER, VINING, & Co.

PRINSEP'S CRIMINAL PROCEDURE

CODE. Third edition, 1869	Rs. 16	0
BEST on the LAW of EVIDENCE	17	8
COWELL and WOODMAN'S INDIAN DIGEST	28	0
STORY on EQUITY JURISPRUDENCE	40	0
WHARTON'S LAW LEXICON	25	0
ADDISON on LAW of CONTRACT	23	12
THOMSON on the LAW of LIMITATION	13	8
BOURKE on the LAW of LIMITATION	13	8
STARLING'S INDIAN CRIMINAL LAW and PROCEDURE	18	12

THACKER, VINING, & Co.

SUPERIOR GLASS WARE,

COMPRISING

		Cash.		Credit.	
Quart Decanters	per pair, from...Rs.	14	0	21	0
Pint ditto					
Claret Jugs	each	9	0	15	0
Champagne Glasses	per doz.	12	8	18	0
Claret do.	,,	10	8	16	0
Green Hock (or Santernes)	,,	13	8	20	0
Green Liqueur	,,	10	8	18	0
White Liqueur	,,	8	0	15	0
Port (or Burgundy)	,,	8	0	15	0
Sherry (or Madeira)	,,	8	0	14	0
Jelly	,,	8	0	14	0
Handled Custard	,,	8	0	14	0
Finger, Plain or Lipped	,,	20	0	40	0
Beer (half pint) Tumblers	,,	12	8	18	0
Soda Water Tumblers	,,	13	8	25	0
Ice Trays (for serving Ice)	each	5	8	10	0
Ice, or Dessert, Plates	per doz.	18	0	40	0
Oval Trifle (or Fruit) Dishes	each	16	0	20	0
Covered Butter Dishes		9	0	12	0
Covered Honey or Jam Jars		5	8	6	8
Covered Sugar Basins		6	0	10	0
Pickle Jars	per pair	7	0	10	0
Salt Cellars		3	8	10	0

The Brilliance, Artistic Workmanship, and Exquisite finish of this manufacture are unsurpassable: the patterns are of beautiful modern design.

The Ware can be supplied in complete sets or separate parts to suit the convenience of the purchaser. Sketches and priced lists will be forwarded free on application from out-station correspondents.

TREACHER & Co. (Limited).

NEW ADVERTISEMENTS.

NATIONAL BANK of INDIA (Limited).—NOTICE.—The TRANSFER BOOKS of this Bank will be CLOSED from the 20th to the 27th instant, both days inclusive.

By order of the Board of Directors,
JAMES WINDRAM, Manager.

Bombay, 16th September 1870.

THE BOMBAY MECHANICS' BUILDING COMPANY (Limited).—NOTICE.—An ORDINARY GENERAL MEETING of the SHAREHOLDERS of the above Company will be HELD at the Office of Messrs. W. Nicol and Co., Elphinstone Circle, Fort, Bombay, on TUESDAY, the 3rd October 1870, at 4 P.M.

1st.—To receive the Report of the Directors and the Audited Accounts for the year ending the 31st July 1870.
2nd.—To declare a Dividend.
3rd.—To elect a Director in the place of Mr. W. Colclough, resigned.
4th.—To elect two Directors for the current year in place of Messrs. Firth and Newman, who retire by rotation.
5th.—To elect Auditors for the current year, and to fix their remuneration.

By order of the Board of Directors,
J. R. K. JOHNSON, Secretary.

N. B.—The Transfer Books are closed from September 19th to October 3rd, both days inclusive.

NOTICES.

THE WAR.

Just to hand by Mail Steamer

CARTE DE VISITE SIZE

PORTRAITS OF THE STATESMEN, GENERALS, AND ADMIRALS.

FRENCH.

The Emperor.
The Prince Imperial.
Duke de Grammont.
M. Ollivier.
M. Benedetti.
Marshal Macmahon.
Marshal Canrobert.
Marshal Bazaine.
Marshal Randon.
General Frossard.
General Bataille.
General Le Montmarie.
General Changarnier.
Major-General LeBœuf.
General Montebello.
General Montauban (Duke de Palikao.
General Deligny.
General Trochu.
General Bourbaki.
Admiral Bouet-de-Willaumez.
Admiral Rigout de Genouilly
Admiral Jurien de la Gravière.
Admiral La Roncière le Noury.
Dr. Conneau.

GERMAN.

The King of Prussia.
The Queen Augusta of Prussia.
The Crown Prince Frederick William.
Prince Frederick Charles.
Prince Leopold of Hohenzollern-Sigmaringen.
Von Bismarck.
General Moltke.
General Von Roon.
General Manteuffel.
General Steinmetz.
General Vogel Von Falkenstein.
General Herwarth Von Bittenfeld.
General Von Alvensleben.
General Von Goeben.
General Von Kirchbach.
General Count Stolberg.
General Von Fransecki.
General Von Bose.
General Von Zastrow.
Admiral Prince Adalbert of Prussia.
Admiral Jackmann.

It is proposed to add several names to this List as the War progresses.

This series is the really only reliable and authentic Portraits ; fresh supplies will be received by each Overland Steamer.

Price Rs. 1 each for Cash ; or Rs. 10 for dozen assorted.

SOUNDY & Co.,
HUMMUM STREET, BOMBAY.

ALBERT LIFE ASSURANCE COMPANY.

The undersigned begs to intimate to Policyholders that PREMIUMS PAID INTO THIS OFFICE since 11th August 1869—the date on which the Company suspended business—if not WITHDRAWN before the 30th inst., will be TRANSFERRED on that date to the ATTORNEY for the OFFICIAL LIQUIDATORS, at Calcutta, to whom all applications in respect of such Premiums must thenceforth be addressed.

By order of the ex-Directors,
D. McL. SLATER.

Bombay, 10th September 1870.

ALBERT LIFE ASSURANCE COMPANY.

At a large MEETING of POLICYHOLDERS of the ALBERT LIFE ASSURANCE COMPANY and its ASSOCIATED OFFICES to-day, Mr. JAMES THOMSON in the Chair, the following RESOLUTIONS were adopted :—

1. "That the Policyholders approve and accept the scheme of reconstruction prepared by the Committee of Policyholders, Annuitants, and Shareholders in the Albert Life Assurance Company, and now submitted to the Meeting, subject to such modifications as may be found expedient, and be sanctioned by the Court of Chancery."

2. "That this Meeting earnestly impress upon the Policyholders the importance of sending in their individual assents to the scheme as speedily as possible, so as to strengthen the hands of the Committee in carrying the same into effect."

3. "That the Policyholders consider it desirable and agree to pay the premiums due on their respective Policies to an account to be opened at the Bank of England and the Agra Bank, Limited, in the names of Messrs. Thomson, Bell, and Major-General Cunningham, three of the Members of the Committee of Policyholders, Annuitants, and Shareholders in the Albert Life Assurance Company ; the premiums to be returned, in case the Scheme of Reconstruction should not be carried out, without deduction of any kind."—*Times*, 29th April 1870.

The AGRA BANK, Limited, is PREPARED to RECEIVE PREMIA on Policies in the above Company, in terms of the foregoing Resolutions.

EDWARD MORRISS,
Manager, Bombay Branch.

Bombay, 1st June 1870.

BOMBAY OMNIBUS and GENERAL CONVEYANCE Co., No. 141, KHETWADDY ROAD.

Light and comfortable BROUGHAMS, SHIGRAMS, SOCIABLES, HANSOMS, BUGGIES, DOG-CARTS, &c., with or without Horses, CAN BE HIRED at short notice, and at moderate charges.

(SEE CARD CIRCULARS.)

Carriages built or repaired on the premises, under the superintendence of Mr. Burdett.

The Farriery is under the supervision of a person of skil and experience.

Horses requiring treatment, or otherwise, received into the Company's Livery Stables, and every attention paid to the animals ; as also Horses on Commission Sale.

Carriages and Horses bought, sold, and exchanged.

Office in the Fort, at No. 40, Meadow Street, next to the Bombay Gazette" office.

NOTICE.—The undermentioned Banks will be CLOSED on MONDAY the 19th, to THURSDAY the 22nd instant (both days inclusive), for the PAPETI and the PARSEE NEW YEAR HOLIDAYS :—

For the Oriental Bank Corporation,
J. F. MOIR, Agent.

For the Chartered Mercantile Bank of India, London and China,
ROBT. CAMPBELL, Agent.

For the Chartered Bank of India, Australia, and China,
JAMES SIMPSON, Agent.

For the Comptoir D'Escompte de Paris,
E. J. HARDCASTLE, Manager.

For the National Bank of India (Limited),
JAMES WINDRAM, Manager.

For the Agra Bank (Limited),
EDWARD MORRISS, Manager.

For the Hongkong and Shanghai Banking Corporation,
R. STEVENSON, Agent.

Bombay, 7th September 1870.

ALLGEMEINE VERSICHERUNGS GESELLSCHAFT FUER SEE-, FLUSS-, UND LANDTRANSPORT IN DRESDEN.

The undersigned have been APPOINTED AGENTS for the above Marine Insurance Company, and are prepared to accept Risks and to issue Policies.

A. C. GUMPERT & Co.

Bombay, March, 1870.

COMPAGNIE LYONNAISE D'ASSURANCES MARITIMES—LYONS.—The undersigned having been appointed AGENTS of the above-mentioned MARINE INSURANCE COMPANY are now prepared to accept Risks and grant Policies on every kind of Produce, either by Steamer or by Sailing Vessel to any Port.

All risks accepted by the Compagnie Lyonnaise d'Assurances Maritimes are participated in equally by the following old-established French Companies, viz. :—

Le Lloyd Francais, established 33 years.
La Compagnie Francaise, established 10 years.

Bombay, 19th April 1870. GADDUM & Co.

NOTICE is hereby given, that the PARTNERSHIP formerly carried on between JEHANGIERJEE FRAMJEE JUSSAWALLA and the late JAMSETJEE COOVERJEE JUSSAWALLA, in Bombay and elsewhere, under the Names and Styles of JEHANGIER NUSSERWANJEE & Co. and JEHANGIER & Co., was FINALLY DISSOLVED by mutual consent on the 3rd day of November 1869. The business of the said Firms will continue to be carried on as follows :—At Bombay, Lahore, Meean Meer, Sealkote, Delhi, Ferozepoor and Jullunder, by Cowasjee Jamsetjee, Dhunjeebhoy Jamsetjee and Ruttonjee Jamsetjee—in Bombay in the name of Jamsetjee Cooverjee's Sons, and elsewhere under the name of Jamsetjee's Sons. And at Bombay, Kurrachee, Sukkur, Mooltan, Peshawur, Rawul Pindee and Murree Hills, by Jehangier Framjee—In Bombay under the name of Jehangier Framjee & Co., and elsewhere as Jehangier & Co. The Outstandings of the late Firm in Bombay will be recovered by Jamsetjee Cooverjee's Sons only. The debts of the Bombay Firm will be paid by Jehangier Framjee and Jamsetjee Cooverjee's Executors. All other Claims against the said Firms are to be made, and all debts due to the said Firms are to be paid to the continuing Firms respectively.—Dated this 7th day of September 1870.

JEHANGIER FRAMJEE.
COWASJEE JAMSETJEE JUSSAWALLA,
DHUNJEEBHOY JAMSETJEE JUSSAWALLA, by his Constituted Attorney, Cowasjee Jamsetjee Jussawalla,
RUTTONJEE JAMSETJEE JUSSAWALLA,
Sons and Executors of the late Jamsetjee Cooverjee Jussawalla.

TENDERS will be received by the Superintendent of Marine, up to 1 P.M. on THURSDAY next, the 22nd instant, for the CONVEYANCE HENCE to the ANDAMANS of about SEVENTY-TWO NATIVE CONVICTS with two Native Warders and the proportionate Military Guard and one Subordinate Medical Officer, for which latter officer a Cabin Passage and First Class Rations must be provided.

Fifty days' provisions, water, firewood, with such cooking utensils, drinking pots, plates and other articles as may be necessary for their use and comfort during the voyage, as well as a sufficient number of Cooks for cooking the food of the Convicts and Guard, also Topasses or Sweepers to maintain cleanliness on board for the whole of the above party, and fittings (for Convicts only) are to be supplied by the Owners, Agents, or Masters of the Vessels, the provisions put on board being subject after shipment to the inspection of, and to rejection by, the Executive Commissariat Officer at the Presidency.

Medicines and medical comforts will be provided by the Medical Department, the cost of which is to be borne by the Owners, Agents or Masters of the Vessel.

Any surplus of provisions, &c., that may remain on board at the end of the voyage may be handed over to the authorities at Port Blair, and the cost of the same at the rate at which they were purchased will be repaid by Government to the Owners, Agents or Masters of the Vessel in Bombay on receipt from the authorities at Port Blair of a list of the articles made over to them.

For any inferior issue of provisions during the voyage the Owners, Agents or Masters of the Transport shall pay to Government double the price of the articles (as passed by the Survey Committee) which would have otherwise been consumed, the payment to be made before receiving the final modicum of the passage money.

6. The words "Tender for Convicts" should be superscribed on the cover.

7. The Agents of Vessels tendering should distinctly state the exact date on which the Vessel will be ready for final survey.

8. The Owners, Agents or Masters of Vessels tendering will have to convey free of charge such provisions as Government may put on board, which should be made over with the Convicts at the port of debarkation, obtaining receipt for the same.

9. The expense attending stamp fees affixed to Charter-parties as well as to counterparts (of Vessels taken up) to be borne by the Owners, Agents or Masters tendering.

10. The Superintendent of Marine does not bind himself to accept the lowest or any Tender.

By order of the Superintendent of Marine,
GEO. INGLE, Secretary.

Superintendent's Office, Bombay, 16th September 1870.

NOTICES.

ALL PERSONS who may have PAID PREMIUM to the ex Directors of the BOMBAY BRANCH of the ALBERT LIFE ASSURANCE COMPANY (in Liquidation) are requested to apply for REFUND of the same forthwith.

This Notice does not apply to Premium paid on Policies effected in the Indian Laudable and Mutual Assurance Society and Oriental Life Insurance Company.

C. H. OGBOURNE,
Attorney for the Official Liquidators.

Calcutta, 5th August 1870.

NOTICE.—We hereby beg to intimate that we have been APPOINTED, by the Committee of "LLOYDS," AGENTS for that Establishment at CARWAR, Malabar Coast.

ROBERTSON BROTHERS & Co.

Dharwar, 12th September 1870.

NOTICE.—The INTEREST and RESPONSIBILITY of Mr. ALEXANDER BROWN in our Firm CEASED on 31st July 1870.

W. NICOL & Co.

Bombay, 14th September 1870.

NOTICE.—The INTEREST and RESPONSIBILITY of Mr. ALEXANDER BROWN in our Firm CEASED on 31st July 1870.

FLEMING & Co.

Kurrachee, 14th September 1870.

TO CAPITALISTS.—The LAND MORTGAGE BANK of INDIA (CREDIT FONCIER INDIEN) Limited are prepared to treat for the sale by PRIVATE CONTRACT of SUNDRY PROPERTIES in

BOMBAY,
POONA,
SHOLAPORE,
PANCHGUNNY,
KURRACHEE,

particulars of which may be had by applying to the Manager at the Bank's Office in Bombay. If desired part of the Purchase Money may remain on mortgage for a time at a moderate rate of interest.

GREAT INDIAN PENINSULA RAILWAY.—The undersigned is prepared to receive TENDERS for the SUPPLY of 5,000 Tons of FRESH COAL, to be delivered before the 30th November.

The whole of the Coal to be subject to the approval of the Company's Locomotive Superintendent ; to be weighed on delivery, or taken at bill of lading weight, less an allowance for wastage at the Company's option.

Sealed Tenders endorsed "Tender for Coal," specifying distinctly the description of the Coal and date of shipment, will be received at the Company's offices up to noon of the 19th instant. The undersigned does not bind himself to accept the lowest or any Tender.

H. P. LE MESURIER, Agent.

Company's Offices, Bombay, 13th September, 1870.

DAILY MARKET PRICE CURRENT.

PUBLISHED by the MUNICIPAL COMMISSIONER.

THE DAILY MARKET PRICE CURRENT gives the MAXIMUM PRICES of all the ARTICLES sold in the ARTHUR CRAWFORD MARKETS. Delivered daily to Subscribers to the "Bombay Gazette" for ONE RUPEE a MONTH. Single Copies, One Anna each. Those wishing to subscribe will please apply to the Manager. "Bombay Gazette."

TO MERCHANTS.

For Sale, at the Bombay Gazette Office,
Price Rs. 11.

STREET'S INDIAN and COLONIAL MERCANTILE DIRECTORY for 1870.

Containing the Trade Returns, Tariffs, Populations, names of the leading Merchants and Traders, and much general information valuable to commercial men concerning the chief towns in India, Ceylon, China, Japan, the Eastern Archipelago, Mauritius, Australia, New Zealand, Tasmania, South Africa, Canada, British Columbia, South and Central America, West Indies, Mediterranean, and the United Kingdom.

In the Directory will be found particulars as to transit and passage rates, concise descriptions of each country and town, and principal products, banks and bankagents, &c., &c.

ALEXANDRA HOTEL, MATHERAN.—Mr. J. C. PINTO, the Proprietor, begs to inform the Ladies and Gentlemen of the Bombay Presidency that the above Hotel, which is so well known for its excellent accommodation, will be OPEN for the RECEPTION of VISITORS from the 24TH SEPTEMBER, instant. There are three separate Bungalows attached to the Hotel, which are very commodious for Ladies and Gentlemen. Superior Articles are always supplied at moderate rates, and great care is taken for the comfort of the Visitors.

ALEXANDRA HOTEL, MATHERAN.—The Proprietor, Mr. J. C. PINTO, undertakes to LOOK after BUNGALOWS on the Hill and to pay the Servants monthly, and arrange for and superintend Repairs on receipt of sufficient advance. The Charge for these Services is Rs. 30 per annum.

A REGISTER of HOUSES TO BE LET is kept, and any House on the Register will be shown to Visitors free of charge. A Commission of 4 per cent. on the Rent will be charged to the Owners of Houses let by the Proprietor of this Hotel.

There are some Bungalows ready to be let. Particulars may be learnt by application.

JERUSALEM TIFFIN AND BILLIARD ROOMS, Corner of Forbes Street and Rampart Row, Fort.

The PROPRIETORS wish to call the attention of the PUBLIC to the above Rooms. A Large, Cool, and Airy Tiffin Room ; a Reading Room, with all the Latest News ; a splendid Billiard Table ; and the only European House in the Fort.

Tiffin at 2 P.M. Chops and Steaks always ready.

N. B.—Wines and Spirits of the best quality. Wanted, one or two Gentlemen as boarders.

DIVAN EXCHANGE, having been newly RE-FITTED and RE-OPENED under European Management, and having engaged a FRENCH COOK specially to prepare Hot Tiffins, Pastry (both French and English), Ices, Sweetmeats and delicacies of all descriptions, is now ready to give its patrons every kind of Refreshment in first class style.

And has also the
FINEST BILLIARD SALOON IN BOMBAY.

ICES! ICES!! ICES!!!

JEWANJEE'S EXCHANGE.

Messrs. JEEWANJEE & Co. beg to intimate that they have arranged to have Superior ICE CREAMS and WATER ICE always ready at their Tiffin Rooms, at the corner of Meadow Street and Hummum Street, at 4 Annas a Glass.

JEWANJEE'S EXCHANGE.

(By JEWANJEE & Co., Proprietors Byculla Hotel).

Messrs. JEWANJEE & Co. beg to intimate that their FIRST CLASS TIFFIN and BILLIARD ROOMS in the commodious premises at the corner of Meadow Street and Hummum Street are open daily, and that Hot-chops, Steaks, and Oysters, &c., &c., are served up in a superior style, at a minute's notice.

The Billiard Room and ordinary Tiffin Room are on the ground floor, and on the first flat there are half a dozen nicely fitted up private rooms for tiffins.

A First class selection of WINES, SPIRITS, and BEER, &c.

JEWANJEE & Co.

THE POONA HOTEL,

(Close to the Poona Boating Club House),
By JEWANJEE & Co., Proprietors of Byculla Hotel.

JEWANJEE & Co., in again thanking their Patrons of last Season, would beg to remind the Gentry of Bombay and Poona of the superior accommodation for Visitors afforded by the Poona Hotel. The Hotel contains spacious Rooms, well adapted to the accommodation of Families, and has been fitted up in a style which ensures the comfort of Visitors. An important feature is the exceedingly pleasant situation of the building—close to the Bund, with a large Garden running down to the river's side. The Poona Boating Club's premises are close to the Hotel, and the Crews practise in front of the Building.

The Table is supplied in first class style, and the Wines, &c., are of the finest quality.

By unremitting attention to the wishes and comfort of Visitors, Jewanjee & Co. hope to merit a continuance of the favours of their former Patrons, and to maintain the reputation of the Poona Hotel as being the best in Poona.

June 29, 1870.

OVERLAND PROVISIONS.

PRIME YORK HAMS.
WILTSHIRE BACON.
DOUBLE GLOSTER CHEESE.
CHESHIRE CHEESE.
DUTCH CHEESE in Bladders.
BATH CHOPS in Canvas.
OX TONGUES in Canvas.
FRENCH BUTTER in small Tins.
EPPS' HOMŒOPATHIC COCOA.
EPPS' COCOA NIBS.
CONDENSED SWISS MILK.

Meadow Street. J. NEUBERG.

HARMONIUMS

FOR
THE DRAWING ROOM.

Prices moderate, to close consignment.

Meadow Street. J. NEUBERG.

DAILY EXPECTED.

RHINE WINES—Niersteiner.
Oppenheimer.
Rudesheimer.
Hochheimer.

BASS & Co.'s PALE ALE, by CAMERON and SAUNDERS.
GUINNESS' STOUT, by FRIEND.
CLARETS, in Quarts and Pints.

Orders registered by
J. NEUBERG.

LINDLEY AND WARREN,

PHOTOGRAPHERS, AND MINIATURE PAINTERS,
26, Apollo Street.

Studio open from 9 till 5, earlier by appointment.

PORTRAITS and GROUPS taken daily—CARTES, VIGNETTES, CABINETS, and FULL SIZE. Photos copied, enlarged, and painted in Water Colours and Black and White.

LOCKET and BROOCH PORTRAITS, exquisitely finished in Water Colours.

GROUPS, BUNGALOWS, VIEWS, HORSES, &c., photographed anywhere in Bombay without extra charge.

NATIVE CHARACTERS and VIEWS (both large and small) of Bombay and Presidency always kept in stock.

Prices on application.

WINES, SPIRITS, BEER, &c.

PAYNE AND COMPANY,

WINE MERCHANTS,
ESTABLISHED IN CALCUTTA, UPWARDS OF HALF A CENTURY.

INDIAN ESTABLISHMENTS.

BOMBAY	ELPHINSTONE CIRCLE.
POONA	EAST STREET.
CALCUTTA	BELATEE BUNGALOW.

WE beg to call the attention of Messes, Clubs and Residents of Western India and Madras to the undermentioned WINES, SPIRITS, &c., which cannot be surpassed at the respective quotations.

N. B.—IN ALL INSTANCES WE GUARANTEE the QUALITY and PURITY of our Wines and Spirits, and agree to take back, or exchange, any that may not be approved.

OUR QUOTATIONS for SPARKLING WINES, are for GOOD DELIVERY from our Godowns ; the risk of breakage and ullage is thereby avoided by the consumer.

All our choice high class Wines arrive per the Overland Route or via the Suez Canal.

CHAMPAGNES.

Credit. Rs. a.		Cash. Rs. a.
32 0	Cordon Bleu, a pure, light dry Wine	28 0
39 0	Light Dry Sillery, more body	35 0
42 0	Silver Neck, with * (star)—brand, Payne & Co.	38 0
42 0	Gold Neck, ditto ditto drier	38 0
45 0	Gold Neck, with ** (double star)—brand, Payne & Co., selected from one of the first Cuvées of '65 vintage, very dry and choice	40 0
45 0	No. 1 Gold Neck, dry, 1st quality, extremely delicate	40 0
45 0	No. 2 Gold Neck, very dry, ditto ditto	40 0
45 0	No. 3 Gold Neck, extra dry, ditto ditto	40 0

The peculiar dryness of Nos. 2 and 3 find favour at the Principal Mess Tables and Clubs of Europe.

SINGLE MAGNUMS, specially selected from a good Cuvée, suitable for Clubs and Messes. Per case 42 0

⁂ Most of the above in pints at Rs. 3 extra per case of 2 doz.

HALF PINTS Champagne at Rs. 9, Rs. 12, and Rs. 15 per dozen.

SPARKLING MOSELLES.

36 0	Crown Brand, fine, recommended	32 0
37 0	Ditto—brand, Payne & Co., Coblentz	34 0
44 0	Ditto Nonpareil, extra superior	39 0

SPARKLING HOCKS.

36 0	Crown Brand, fine, recommended	32 0
45 0	Ehrenbreitstein, pale and elegant	40 0

STILL HOCKS.

20 0*	Laubenheim, Vintage 1868	18 0
23 0	Bodenthal ditto 1862	20 0
23 0	Geisenheim ditto 1862	21 0
23 0	Erbach ditto 1862	21 0
29 0*	Nierstein ditto 1862	26 0

STILL MOSELLES.

23 0	Winningen Vintage 1862	20 0
25 0	Brauenberg ditto 1862	23 0
30 0*	Scharzberg ditto 1862	27 0
28 0	*Stein Wein*, in original bottles, much appreciated.	24 0

CLARETS.

12 0	Vin Ordinaire	10 0
15 0	Payne's Medoc	13 0
15 0	Breakfast Claret	13 0
17 0	Saint Julien	15 0
20 0	Batailley	18 0
20 0	Beycheville	18 0
22 0	Chateau Larose	20 0
34 0	Chateau Leoville	28 0
34 0	Chateau Langoa	28 0

BURGUNDY, SPARKLING.

42 0	Red, very fruity	36 0
42 0	White, a full flavoured Wine—Brisk	36 0

SHERRIES.

	Mark. Seal.	Quality and Peculiarity.	
20 0*	B	Red—A full flavoured Dinner Wine	18 0
20 0	A	Red—Quality as above, but drier	18 0
26 0	C	Red—Pale, rich flavoured Dinner Wine.	22 0
27 0	1	White—Pale, delicate and nutty	24 0
30 0	2	White—Mellow, fine, and dry, recommended	27 0
32 0	3	White—Also very dry and delicate	29 0
33 0	4	White—Vino de Pasto, choice, old and delicate	30 0
33 0		Amontillado, pale, delicate and very dry	30 0
36 0		Manzanilla, pale, old, and very choice. We offer it to those who can appreciate the extremely delicate flavour and dryness peculiar to this Wine	32 0

PORT.

The sole produce of the Upper Douro.

Credit.		Cash.
18 0*	(One Grape,) a full-bodied fruity Wine	16 0
24 0*	(Two Grapes,) a superb full flavoured Wine, very mellow, a good After-Dinner Wine	21 0
30 0	(Three Grapes,) a fine Invalid Port, it possesses a Burgundy flavour with a fine bouquet and good body	27 0

BRANDIES.

27 0	Pure Pale Brandy, Trade Mark	24 0
29 0	Ditto ditto Gold Vine Leaf	27 0
32 0	Ditto ditto Green Vine Leaf	29 0
36 0	TENT WINE	32 0
18 0	OLD MARSALA Z.	16 0
25 0	BUCELLAS, light and dry	22 8

Those brands with an * (asterisk) shortly expected.

SUNDRY SPIRITS EXTRA FINE.

DUTCH LIQUEURS.

BASS'S BEER,

Bottled by H. Stone & Co.

Also our own Trade mark, extra Gravity.

Rs. 6 per dozen......Quarts.
,, 4 ,, ...Pints.
,, 12 ,, ...Magnums.

N.B.—The Trade supplied on liberal terms.

PAYNE AND COMPANY,
BOMBAY, POONA AND CALCUTTA.

BASS'S BEER IN HOGSHEADS.

THE NEW SEASON'S BEER

Our next shipment is due in all September per "Balkamah."

ORDERS NOW BEING REGISTERED.

PAYNE AND COMPANY,
BOMBAY, POONA AND CALCUTTA.

CHAMPAGNE FOR CUP.

CORDON BLEU,

A pure light dry Wine.

Rs. 28 per doz. Cash. *Good delivery.*

This Wine, although cheap, is really a good wholesome Champagne—pure Epernay.

We recommend it for Tiffin or Evening parties.

PAYNE AND COMPANY,
BOMBAY, POONA AND CALCUTTA.

BOUNEVIALLE AND SIBILLE,

WINE AND GENERAL COMMISSION AGENCY,
1 Oak Lane, Fort.

		Qts.	Pts.
MEDOC (a Sound Wine)	per doz. Rs.	8 0	4 8
St. JULIEN MEDOC (Bounevialle and Sibille, Breakfast Claret)	,,	10 0	...
CHATEAU LAROSE (Bounevialle and Sibille. Dinner Wine)	,,	14 0	...
BRANDY.			
HENNESSY'S, 3 Stars * * *	,,	29 0	...
Do 2 do * *	,,	24 0	...
Do 1 do *	,,	21 0	...
MARTELL'S	,,	20 0	...
BEER.			
BASS'S BEER (bottled by Stone)	,,	5 8	4 0
TENNENT'S BEER	,,	5 0	3 4
PORTER.			
GUINNESS'	,,	5 0	3 8
TENNENT'S	,,	5 0	3 8
VERMOUTH, Noilly Prat	,,	12 0	6 8
ABSINTHE, Pernod Fils	,,	26 0	...
CHAMPAGNE, Manuel & Co., Rheims, opened by a new system, patented	,,	30 0	16 0
OLD TOM (Swaine & Boord's)	,,	16 0	10 0
WHISKEY (Irish)	,,	15 8	...

We guarantee the quality of the above Wines and Spirits, and agree to take back any of our Goods not suiting the buyer.

All orders from up-country for Oilman Stores, Tobacco, Cigars (Havannah), Olive Oil, will be promptly attended to.

Price List on Application.

JUST RECEIVED, via the Suez Canal, from the well known ASSOCIATION VINICOLE DE BORDEAUX :—

		Qts.	Pts.
ST. JULIEN VIEUX, (recommended)	per doz. Rs.	12 0	6 8
FROUSAC VIEUX (full flavoured wine).	,,	15 0	8 0
COGNAC, Fine Champagne	,,	25	...
Do. Petite Champagne	,,	21	...
Do. Bois (many years in wood)	,,	19	...
Do. Old	,,	17	...

BOUNEVIALLE & SIBILLE,
Sole Agents for Bombay.

FOR SALE at the Godowns of the undersigned :—

CHAMPAGNE :—		
Veuve Clicquot	Rs. 32	per 1 doz. quarts.
Do.	,, 34	per 2 doz. pints.
G. H. Mumm & Co.	,, 28	per 1 doz. quarts.
Do.	,, 30	per 2 doz. pints.
STILL HOCKS :—		
Laubenheimer	,, 15	per doz.
Liebfraumilch	,, 20	,,
Marcobrunner	,, 24	,,
Rüdesheimer	,, 24	,,
Johannisberger	,, 30	,,
Hochheimer Victoria Berg	,, 36	,,
Do. do. Blue capsule.	,, 45	,,
CLARETS :—		
St. Estèphe Mèdoc	,, 9	,,
St. Emilion	,, 10	,,
Chateau Bellevue	,, 14	,,
Chateau de Frauds	,, 16	,,
Vray Canon	,, 18	,,
Chateau Larose	,, 22	,,
Chateau Margaux, 1865	,, 24	,,
BRANDY :—		
H. C. Balaresque	,, 22	per doz. quarts.
Gauthier Frères	,, 24	,,
Blanchy Frères	,, 28	,,
ITALIAN WINES —		
Sicilian Claret	,, 7	per doz
,, Sherry (Marsala)	,, 12	,,
Vino Monferrato	,, 8	,,
Moscata	,, 14	,,
Barbera	,, 14	,,
Tokai	,, 14	,,
Nebiolo	,, 14	,,
Barolo	,, 14	,,
BEER :—		
Dreher's Vienna Beer, in 2 doz. cs.	,, 7½	,,
OLIVE OIL :—		
Genuine Italian	,, 8	,,

LIQUERS, ABSINTHE, MAAGBITTER, &c.

VOLKART BROTHERS.

Bombay, 27th July 1870

WINES, SPIRITS, BEER, &c.

CUTLER, PALMER, & Co.,

WINE MERCHANTS
TO
HER MAJESTY THE QUEEN,
HIS ROYAL HIGHNESS THE PRINCE OF WALES,
AND
THE PRINCIPAL LONDON CLUBS.

ESTABLISHED IN EUROPE 1815.

LONDON HOUSES :
44, MARK LANE, CITY, AND VILLIERS STREET, STRAND ;
BORDEAUX HOUSE :
PLACE DU CHAMP DE MARS.

REPRESENTATIVES IN ALL PARTS OF THE WORLD.
ESTABLISHED IN BOMBAY 1842.

CUTLER, PALMER, & Co. respectfully solicit a continuance of the commands of MESSES, CLUBS, GENERAL MERCHANTS, and EUROPEAN RESIDENTS of WESTERN INDIA, to whom, from the extensive nature of their business, they can offer better value than their competitors in Bombay.

TO MERCHANTS AND GENERAL DEALERS our TERMS will be found MOST LIBERAL, both with regard to Credit and Discounts.

Detailed particulars will be afforded at our Offices in Dean Lane.

CUTLER, PALMER, & Co.'s EXTRA DRY CHAMPAGNES.

CROWN BRAND—FINEST DRY.

AS SUPPLIED TO H.R.H. THE PRINCE OF WALES.

Magnums, Rs. 74. | Quarts, Rs. 36. | Pints, Rs. 19-8.

FINE SPARKLING......Qts. Rs. 32 Pints Rs. 17-8

GOOD SPARKLING for Tiffin, Ball, or Cup ...... ,, 27 ,, 14-8

CUTLER, PALMER, & Co.'s GERMAN WINES.

	Qts.	Pts.
SPARKLING—HOCK NONPAREIL	Rs. 36	Rs. 19 8
,, MOSELLE Do.	36	19 8
,, Do. MUSCATEL	32	17 8
STILL—MOSELLE BRAUNBERGER	25	—
HOCK JOHANNISBERGER	42	22 0
,, ,, MARCOBRUNNER	34	—
,, ,, FORSTER TRAMINER	31	—
,, ,, RUDESHEIMER	26	14 0
,, ,, HOCHHEIMER	23	12 8

CUTLER, PALMER, & Co.'s FRENCH WINES.

	Qts.	Pts.
CLARETS—CHATEAU MOUTON	Rs. 30 0	Rs. 16 0
,, ,, RAUZAN	25 0	14 0
,, ,, PALMER	22 0	12 0
,, ,, LAROSE	18 8	10 8
,, ST. JULIEN	17 0	10 0
,, CANTENAC	15 8	9 0
,, MEDOC	13 8	—
,, HAUT SAUTERNES	22 0	12 0
BURGUNDIES—CHAMBERTIN, Red	32 0	17 0
,, NUITS, Red	26 0	—
,, MACON, Red	21 0	—
,, CHABLIS, White	22 0	—

CUTLER, PALMER, & Co.'s SPIRITS.

COGNAC, superior very, Old Pale, Black Capsule	Rs. 32
,, Superior Old Pale, Yellow Capsule	28
,, Pale, White Capsule	25
RUM, Superior Old Jamaica	22
OLD TOM, London Gin	21
IRISH WHISKY	23
SCOTCH WHISKY	21
GENEVA, in cask, 1 dozen in a case	21

CUTLER, PALMER, & Co.'s SHERRIES.

A 1 AMONTILLADO, extra quality	Rs 38 0
AMONTILLADO, very choice	32 0
AMOROSO, full flavored, soft pale	28 0
SHERRY, Green Seal, full bodied, light gold colour	22 0
,, Blue Seal, extra pale and dry	22 0
,, Brown Seal, very pale and delicate	22 0
,, Yellow Seal, an excellent Dinner Wine	18 8
,, White Seal, an ordinary Dinner Wine	15 0
MARSALA, VIRGIN	15 8
OLD EAST INDIA MADEIRA, very choice	33 0

CUTLER, PALMER, & Co.'s PORTS.

	Qts.	Pts.
Very old and choice, firm crusted, Gold Capsule	Rs. 36 0	Rs. —
INVALIDS', full fruity, Gold Capsule	30 0	—
Black Seal, a Dessert Wine	24 8	14 0
CUTLER'S CELEBRATED RED SEAL	18 0	10 8

LIQUEURS.

	Qts.	Pts.
CURACOA, finest Amsterdam, Orange or White	Rs. 40	Rs. 22
MARASCHINO DI ZARA	40	22
CHERRY BRANDY, best Copenhagen	30	16
ORANGE BITTERS (the best)	20	—

CUTLER, PALMER, & Co.,
DEAN LANE, BOMBAY.

THE Undersigned have for SALE at their Godowns the following SHIPMENTS :—

Hennessy's Brandy, one Star	Rs. 21 per dozen.
Martell's Brandy, one Star	21 ,,
Ditto two Stars	24 ,,
Ditto three Stars	29 ,,
Lelegard's Champagne	30 ,,
Stewart's Portwine	20 ,,
John Beggs' Whiskey	Rs. 17 per Jar of 2 Gallons.

All orders from up-country will have careful attention, and the customary allowances will be made for Cash to wholesale Traders and Messes.

25th June 1870. SIR CHARLES FORBES & Co.

MEDICINE CHESTS, in great variety and very complete.

Kemp's "MEDICINE CHEST COMPANION," written expressly for them.

D. S. KEMP & Co.,
BOMBAY AND POONA.

RHEUMATISM

may be quickly relieved by wearing
SCHMIDT'S FOREST WOOL,

A balsamic fibre prepared from the leaves of the Maritime Pine.

Undervests	each	Rs. 8 0
Socks	per pair	,, 3 0
Forest Wool in Wadding	per oz.	,, 1 8

D. S. KEMP & Co.

5 Elphinstone Circle, Bombay.

INFALLIBLE REMEDY

FOR
INDIAN RINGWORM OR DHADUR.
(See "Times of India," 9th September 1868.)

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MENTIONED IN THE NEW INDIAN PHARMACOPŒA,

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SATURDAY AFTERNOON.

INQUIRIES for Colabas at Rs. 1,585. Market closed active.

CALCUTTA.—13TH SEPTEMBER 1870.

The following transactions were reported to-day:—

In Government Securities—

4 per cents, heavy amounts, last evening and to-day, at Rs 97-6 and 97-8, or 2-10 to 2-8 discount.

5½ per cents, a lakh, at Rs. 113-12.

In shares—

Bank of Bengal, at Rs. 1,440 and 1,435.

—*Englishman.*

MILITARY.

ARRIVALS.—SEPTEMBER 17.

Melliss, Lieutenant, Staff Corps, on duty, from ——

Millett, Major, Bengal Staff Corps, on furlough, from England.

DEPARTURES.—SEPTEMBER 17.

Wandby, Captain, 19th Regiment N. I., to join, to Bhooj.

Aitken, Colonel, Inspector General of Ordnance, on duty, to Poona.

Faulkner, Lieutenant, 95th Foot, on leave, to Deolalee.

SHIPPING.

ARRIVALS.

Sept.	Vessel.	Commander.	From.
17	The Foundling	Varien	Liverpool, May 16.
	Girvan	Osan	London, June 13.
18	Anglia	Burt	Liverpool, May 3.
	Balkamah	Poole	London, June 3.
	Queen of Australia	Page	London, May 11.
	Horsa	Mackinlay	Calcutta, August 5.
	Amicus	Dolbell	Rangoon, July 21.
	[illegible]	[illegible]	Hull, May 20.

DEPARTURES.

Sept.	Vessel.	Commander.	Destination.
17	Palm Tree	Capper	Newcastle.
	Romania	Thomas	Australia.
	Underwriter	Wayman	Moulmein.
	Benefactress	Gibb	Liverpool.
	St. Bernard	McDermott	Calcutta.
	Phlox (s)	Baker	Malabar Coast & Goa.
	Martaban (s)	Turner	Persian Gulf via Kurrachee.
	Pearl (s)	Baldwin	Malabar Coast.

THE HOOGHLY.

ARRIVALS.

4	Lady Rawlinson	Daniels	Moulmein, August 31.
15	Golden Fleece	....	London.

DEPARTURES.

14	Walter Baine	....	....
	Marmion	....	....

MADRAS.

Sept. ARRIVAL.

12	Gambia (s)	....	London.

Sept. DEPARTURE.

12	Caprera	....	Batavia.

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DOMESTIC OCCURRENCES.

[THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS ONE RUPEE, AND THE ANNOUNCEMENT MUST BE AUTHENTICATED.]

BOMBAY.

BIRTH.

BOYD—September 17th, at the Free Church Manse, Marine Lines, the wife of the Rev. D. C. Boyd, of a son.

BENGAL.

BIRTHS.

BROWN—September 12th, at Calcutta, the wife of Harry Goldsmith Brown, of a daughter.

RIDSDALE—September 14th, at Howrah, the wife of J. S. Ridsdale, Esq., of a son.

McLAY—September 13th, at the Ishera Jute Mills, Ishera, near Serampore, the wife of Mr. David McLay, of a son.

DEATH.

WALLER—September 12th, at Monghyr, Kathleen Emma, the infant daughter of Captain Hardress Waller, Staff Corps.

MADRAS.

BIRTH.

WEST—September 11th, at Clemons House, Vepery, the wife of Mr. J. West, of a daughter.

DEATHS.

GARNAULT—September 12th, at Madras, Captain H. W. Garnault, Royal (Bengal) Engineers.

WILLIAMS—September 6th, at Secunderabad, Maud Aylmer, infant daughter of Captain Sidney H. Williams, 24th Regiment M. N. I., aged 15 months and 22 days.

NORTH-WEST PROVINCES, &c.

BIRTHS.

ANTHONY—September 7th, at Lucknow, the wife of Mr. Henry St. John Anthony, Head Clerk, Hurdui Settlement Department, of a son and heir.

BALDWIN—September 10th, at Saugor, the wife of Captain Godfrey Baldwin, 19th Regiment, of a daughter.

CUMBERLEGE—September 2nd, at Landour, the widow of the late Lieutenant A. F. Cumberlege, B.S.C., of a son.

BENSON—September 11th, at Goruckpore, the wife of W. R. Benson, Esq., C.S., of a son.

ALLEN—September 12th, at Goruckpore, the wife of Captain F. Allen, of a daughter.

DEATH.

JAMES—September 11th, at Orai, Helen Maud, youngest daughter of Mr. W. R. N. James, Assistant Commissioner Jhansi, aged one year and ten months.

The Bombay Gazette

MONDAY, SEPTEMBER 19, 1870.

FOR the present, at least, if we may judge from the telegrams, it would be foolish to indulge in hopes of peace. M. Thiers has failed in whatever game took that intriguing personage to London, and he is reported to have contemplated a visit to St. Petersburg, in order, we presume, to try his fortune at the Russian Court. The Germans are pressing on towards the French capital, the left column having entered Melun on Friday. Inexplicable intentions are imputed to the King of Prussia, and "little hope remains that negotiations will avert the siege of Paris." More than this. Count Bismarck has informed the world through the *Journal* of Rheims, that there is no foundation for the rumour of negociations, and that "the German Government has received no communications," meaning perhaps no formal communications, having, we assume, for their object the settlement of a peace. It is barely conceivable, however, that no letters or despatches of any sort relating to an international arrangement, or expressing the views of the neutral States, have come to the knowledge of the Chancellor. We cannot suppose that diplomatic relations have been interrupted between the German Government and the Courts of England, Austria, and Russia; and if they have not, we cannot imagine that the diplomatists have abstained from talking on the principal and most momentous political subject of the day. Therefore we read the telegram, giving a condensed rendering of the paper in the Rheims *Journal*, as meaning that diplomacy had not at that date shaped any project, or framed any general scheme, which had a chance of proving acceptable to one belligerent or the other. Either the demands of the German Government are too sweeping, or the temper of the French is still too uncompromising. No reasonable conjecture of the one or the other can be formed.

The latter part of the telegram, reporting the manifesto of Rheims, if correct, implies that the Germans have made their first mistake since they entered in the war. Count Bismarck departs from the principle, long admitted, of recognizing *de facto* Governments. He speaks of the authority established at Paris, as a Government, but he questions its lasting character, and does not think it entitled to enter on relations with Germany. Yet it is nearly as well-founded a Government as that which surrendered Paris in 1814 and 1815, as that which afterwards negotiated a treaty; and quite as well-founded as the Government of the Prince President on the morrow of the December *coup d'état*. Count Bismarck has made a mistake in assuming the right to judge the only constituted authority in France to be incapable of negotiating in her name. With whom will he negotiate? How long is the war to be prolonged? We have no confidence at all in the durability of a French Republic, but as long as it lasts, it is as much entitled to deference as the Government of the King of Prussia himself. It cannot be that Count Bismarck desires to impose a sovereign on France, and, if not, the proper course is to recognize such persons as she selects or permits to rule over her. The reported language of the Chancellor is inconsistent, for he reproaches a Government which he condemns, with an inclination to continue a contest it is supposed to be incapable of determining and makes it an offence, that men, said to be unworthy of diplomatic regard, will not consider what means might be taken to restore peace! The telegram is a puzzle; and the only interpretation we can put on it is that the German Minister does not yet desire peace. At all events we may infer from this report that no formal negotiations for peace had begun on the 16th of September. The later telegrams simply testify to the thoroughness of German success—at present; but the captiousness of German complaints against English neutrality is not a good omen. The raising of the blockade of the Elbe and the Weser shows that the boats of the fleet are wanted in the Seine.

AS it is not impossible that the Germans may be compelled to Attack Paris, we propose to lay before the public an account of its Fortifications, in order that some conception may be formed of the arduous character of the undertaking. Our authority is a Prussian Staff officer, and we have every reason to rely on its general accuracy, having repeatedly, during the present war, tested his information by events. Of course his description, though strictly scientific, is general, and we have no doubt that since it was written, about four years ago, and especially since July 16th of this year, much has been done to make the works stronger and less easily assailable than they were when he wrote his report.

In the first place, let it be noted that Paris is surrounded by a continuous *enceinte*, consisting of ninety-three bastions connected by curtains. These lines are close to the houses which in several places extend beyond the works. The walls are bounded on the west by the Bois de Boulogne and run along the heights westward of the city. The distance between the ramparts from north to south is about six miles; a little more from east to west; while the extent of the whole is about twenty-one miles, and its form a pentagon with very obtuse angles; save that at the north-eastern point, which is a right-angle, the sides of which are very judiciously traced. Outside this continuous line is a girdle of detached forts, beginning on the north at St. Denis. These forts are planted at distances from the *enceinte*, varying from one-half to three quarters of a league, and separated one from another by intervals of from 3,300 to 3,700 *paces*, so that the fire of their guns crosses on the openings. The forts on the east are distant about thirteen miles from those on the west, and the southern are about ten miles from the northern. The effective influence of the Paris fortifications extends to the limits of a polygon, the perimeter of which is not less than from forty-eight to fifty-four miles. So far the general outline; let us look at the details.

The city of St. Denis stands on the north of Paris and on the right bank of the Seine, near the summit of one of the bends of the river. It is defended by three forts, called Crown works, and partially by a wall. One fort on the north-west rests on the Seine and the Great Northern Railway. On the south-east stands a quadrilateral fort, and then comes the irregular bastionned pentagon of Aubervilliers standing on the south-eastern side of the road to Lille. These forts are all in the plain, and the intervals between them are closed by flèches constructed along the Canal of St. Denis. Beyond these to the south, and constructed on the plateau which lies to the eastward of Paris as far as Vincennes, are the forts of Romainville, Noisy, Rosny, and Nogent, well furnished with outworks, and having redoubts judiciously placed between the intervals, thus forming two mutually supporting lines. Moreover, these works stand on the north and north-eastern edge of the plateau, and command the works of attack that might be undertaken upon the slopes that connect the plateau with the plain. A strategic road in rear of the forts enables them to communicate with each other. The outworks of Romainville extend to the Metz road which runs along the Canal de l'Ourcq. The guns of the fort command the plain as far as the fort of Aubervilliers, and defend the north-eastern angle of the exterior system of defence which shares the weakness of the northern side of the Paris fortifications. The Canal de l'Ourcq lies under the guns of Noisy; the artillery of Rosny commands an opposing height which, however, might be occupied by an enemy; the fort of Nogent has the Marne and the roads to Provins and Coulommiers under its guns. The works on the eastern plateau, in short, form a formidable line of defence, and offer the greatest difficulties to an attack. Success could only be obtained by vigorous action and by besieging simultaneously several forts in order to prevent them from concentrating their fires on the same spot. Next comes the Castle of Vincennes, flanking those of Nogent and Charenton, the last named built on the peninsula formed by the Seine and Marne, both of which it commands as well as the roads to Troyes and Melun. The capture of Charenton would serve no purpose, because the assailant would be obliged to pass the rivers under the fire of Vincennes, Ivry, and the walls of Paris. West of Charenton are the forts of Ivry and Bicêtre—all are regular bastionned pentagons. Ivry commands the Seine and the railroad; Bicêtre, the road to Fontainebleau. Here, although the ground in front of Bicêtre is favourable, in itself, to an assailant, it is commanded by the neighbouring forts. Ivry *might* be taken, because the village of that name, on the slope of the plateau of Bicêtre, prevents the fort from seeing into the works of the attack. The forts of Montrouge, Vanves and Issy close the gorge of the deep loop made by the course of the Seine through Paris; and watch the roads to Toulouse, and Versailles, and the railroads on that side; Issy looking into the Seine at the southern point of the bend that encloses the Bois de Boulogne. These three works are overlooked from higher ground, but they would command the approaches as soon as the latter quitted the heights. On the west of Paris only one fort has been constructed—the citadel of Mont Valerian. It is a large regular bastionned pentagon, built on a hill, the slopes of which are steep, and stands on the left bank of the Seine, six miles from Issy. From the last named fort Paris is doubly covered by the Seine, which, after running north-east as far as St. Denis, bends sharply to the south-west and forms a tongue of land, the site of the citadel. It is assumed that an assailant would not try to occupy this loop, especially if there were gunboats on the Seine, and an army adjacent. Besides, the left bank from Issy to Mont Valerian is crowded with obstacles forming a great hindrance to the operations of an army.

A French relieving army, says our authority, concentrated to the south-west of Paris, between Versailles and St. Germain, would, besides, cover the south and west of the capital; and as it would be master of the bridges over the Seine below Paris, and the railroads on both banks, could easily fall on the flank or rear of an enemy who had attacked or was about to attack the north front, because he found the east too strong. The relieving army, having the railways at its command, would ensure the arrival of provisions in the city, and also of reinforcements. The defenders need only put weak garrisons into the southern and western fronts and use the bulk of their forces on the north front, principally by organizing powerful sorties in co-operation with the relieving army.

It will be seen from this brief account that the fortification of Paris consists of a continuous *enceinte* of twenty-one miles and of twenty-two external works more or less important. Paris, therefore, is a vast entrenched camp, able to shelter a considerable army; an army which need not submit to be shut up, and which, by making a free use of the circular railway, can be rapidly massed or detached on different points. In a regular siege, not only could not the place not be invested, but the works assailed could not be enveloped. The conditions would be similar to those which governed the attack of the allies on Sebastopol, and of the Federals on Petersburg. It is admitted that a defeat of the besiegers might have disastrous consequences, especially if the people took an active part in the war. Nevertheless, our author thinks it feasible to assail Paris on the north and north-east, the weakest part, providing there are 180,000 men to carry on the siege, and 120,000 to form a covering army. These are immense numbers; yet even with these, save through some lucky accident, or some moral failure, we may be allowed to doubt whether the Germans would be successful. Count Bismarck's communication to the Rheims *Journal* lends an additional interest to these details.

KURNOOL is to be abandoned as a military station, thanks to the railway, which will be open to Bellary in a few weeks more.

WE are sorry to learn from the "Mitrodaya" that the Hon'ble Munguldas Nathoobhoy has been obliged to come to Bombay from Poona on account of ill-health.

IT is understood that when Colonel Orr, the Secretary to the Madras Government, P. W. Department, retires, which will be early next year, he will be succeeded by Colonel Carpendale.

THE Commissioner of Customs at Bombay has (says the "Indian Daily News") been requested to send his statement of the daily price of opium in the Bombay market direct to the head-quarters at Simla.

COLONEL THE HON'BLE F. A. THESIGER, C.B., will, it is said, (we quote the "Pioneer"), succeed to the command of the 95th Regiment, when Colonel Raines, C.B., resigns, which he is expected to do in the course of the year.

THE Government of India has ruled that no advances are to be made on account of travelling charges and subsistence allowance to Government servants summoned as witnesses before criminal courts in public prosecutions.

THE Supreme Government has sanctioned an allowance of Rs. 150 to supplement the contributions by the Sind Railway and the Indus Flotilla Companies of Rs. 80 each per mensem for the maintenance of a clergyman at Kotree.

A CALCUTTA paper mentions that Major Taylor, R.E., with a staff of engineers, is busy making the necessary preliminary enquiries with reference to the proposed line in extension of the Eastern Bengal Railway to the foot of the hills of Darjeeling.

THE Rev. Mr. DuBois, of Bishop Cotton School, Bangalore, and formerly of Bombay, was admitted to the order of priesthood at Madras on Sept. 11, along with some other candidates. The ordination service was performed by Dr. Milman, the Bishop of Calcutta.

ON the recommendation of the Government of Bombay, the Government of India has sanctioned the establishment of experimental *nakas*, or salt chowkies, at a cost of about Rs. 2,600 a year, for the passing of, and levy of duty on, foreign salt coming into Guzerat.

THE winter tour of His Excellency the Commander-in-Chief is likely, says the "Pioneer," to include a visit to the various stations on the Eastern Frontier, excepting only Debroghur. No such visit has, as far as our contemporary can remember, ever been made before, the inspection of the local regiments there having hitherto been committed to the local officers.

AT the instance of the Government of Bombay, the Supreme Government has sanctioned the remission of revenue in the Thur and Parkur districts, on account of the destruction of crops by locusts, and also the sale of grain by the local Government to the people of the Nuggur talooka, in the aforesaid districts, where the scarcity is said to have been greater than in other places.

THE war in Europe extends its influence to the remotest corner of the Punjab. The shawl-workers, whose manufactures find their readiest market in France, are almost all thrown out of employ. In Umritsur, where there are thousands of Cashmerees employed by the great native or French shawl-merchants, the looms are almost all stopped, and it is feared that much distress is inevitable.

CAPTAIN H. W. GARNAULT, Royal (Bengal) Engineers, died at Madras on the 12th inst. He had embarked at Calcutta, having obtained leave on sick certificate to England, but feeling himself very much exhausted and reduced by the malady which was rapidly consuming him, had requested to be landed at Madras, preferring to die on shore to having his remains disposed of at sea; for he seems to have felt that he could not possibly survive the voyage home. His remains have been interred with military honours in St. Mary's churchyard, Madras.

THE "Darjeeling News" offers the following odd theory concerning the European war. It is not confined to Darjeeling; we have heard it advanced in Bombay:—"The clever way in which Louis Napoleon has punished his army for being too republican, will excite the wonder of mankind. When the secret history of this Franco-German war becomes known, it will be found that the French armies have been led into traps, and kept purposely unprepared to meet the enemy. The mitrailleuse was cracked up to the skies, the more effectually to lead them blindly to their ruin. After France has been properly bled and physicked by King William, the beautiful Empress and her son will be received back by a repentant people, and the world will go round again just as usual.

> "Napoleon's wrath, to France the direful spring
> Of woes unnumber'd, heavenly goddess, sing!"

SOME modifications in, and additions to, the Viceroy's proposed trip *en route* to Calcutta are noted by the "Pioneer." It is now pretty certain that Lord Mayo will officiate at the investiture, at Putteala, of His Highness the Maharajah, during the first week in October. The Chief of this State, as is generally known, has only recently been emancipated from the thralls of tutelage, and assumed full governing powers, and it may be expected that nearly all the princes and nobles in the Punjab will assemble to do honour on such an occasion to the man of most wealth and consideration in the province. The Putteala ceremony over, the Viceroy will probably proceed to Hatrass and Muttra, thence *viâ* Bhurtpore to Jeypore, for a stay of two or three days. The Sambhur Lake and Ajmere will be visited, and at the latter place there will be a gathering of Rajpootana chieftains. Oodeypore, Joudhpore, Tonk, Harrowtie, Kotah, Boondur, Jaleapatun, Kishengurh, and Kerowlie may, perhaps, all be represented by the heads of their respective States; but if so, it may be assumed that the meeting will be of a rather more ceremonial character than was originally talked about, for the march of enlightenment has robbed the Oriental of no part of his love for "upholstery," and his tastes in such matters are not to be lightly regarded. The Viceroy will, it is expected, be present at the ball to be given by the Maharajah of Benares, on the 1st of November, in honour of his son's wedding.

THE CHARGES AGAINST MR. KIRWAN.

WE are informed (says the *Pioneer*, Sept. 15) that some serious charges of embezzlement of Government money are at present under investigation at Deera Ghazee Khan against Mr. D. Kirwan, Executive Engineer, Department of Public Works, Irrigation Branch, lately transferred from the Derajat Division to the Delhi Division, and some subordinate officials in the Canal Department. The opinion of a legal adviser was taken by Government on the evidence, and Mr. Kirwan proceeded to Dear Ghazee Khan to render a satisfactory explanation regarding some points. It has since been rumoured that he failed to give the explanation required, and he has been committed to custody, and the Government Advocate, Mr. Plowden, has gone to Dera Ghazee Khan to conduct the prosecution. It is said that, for political reasons connected with the frontier administration, the case is a most important one; but at the present stage of the proceedings we refrain from making any further comments on it. We are confident that the remarks which appear in our Lahore contemporary will prove incorrect.

LATEST TELEGRAMS.

[PER REUTER'S AGENCY.]

THE WAR.

By British Indian Cable.

TOURS, 16TH SEPT.

The Prussian Advance Guard arrived this morning at Joinville, Le Pont, Alfort, and Melun.

All the great towns of France are making preparations for defence. There is a resolute spirit throughout the country.

Skirmishing has commenced at various points in the neighbourhood of Paris.

M. Thiers leaves London for Saint Petersburg to-morrow. Little hope remains that the negotiations will avert the siege of Paris.

LONDON, 16TH SEPT., 1-10 P.M.

A rumour is current attributing to the King of Prussia the intention of only negotiating in Paris, and with the restoration of the Emperor.

The bombardment of Metz has commenced.

By Indo-European Telegraph.

LONDON, 16TH SEPT., 1-10 P.M.

The Prussians are steadily advancing on Paris. The vanguard is close to the eastern side. A numerous body of troops left the capital last night, and an engagement is probable to-day.

Direct postal communication between London and Paris is stopped.

The third parallel of the works commanding the glacis of Strasbourg was completed on Wednesday.

M. Thiers' mission is fruitless.

LONDON, 17TH SEPT., 12-20 P.M.

The "Rheims Journal" publishes a communication of Count Bismarck declaring that the rumour of negotiations for a speedy restoration of peace is unfounded. It says that the German Government has received no communications, and the Government now constituted at Paris precludes all guarantees for the durability necessary for opening international relations, and it also seems inclined to continue the fatal and unequal contest rather than to consider what means may be taken to restore peace to France.

By British Indian Cable.

TOURS, 17TH SEPT., 7-18 A.M.

General Cadorna has sent a trumpeter to General Kanzler requesting to be allowed to enter Rome with the Italian troops. General Kanzler has refused. The troops have since occupied Civita Vecchia, where they were enthusiastically received.

It appears certain that the Pope will remain at Rome.

LONDON, 17TH SEPT., NOON.

A note has been sent by Count Bernstorff to Earl Granville containing a question as to the character of the English neutrality, since manufacturers and exporters are supplying arms and ammunition to the French.

Earl Granville has replied that the attitude of England is in strict conformity with international law and the conduct of Prussia during the Crimean war.

It is stated that the Germans are threatening an invasion of Normandy.

The French blockade of the Elbe and Weser has ceased.

It is reported that a Red Republican Provisional Government has been instituted at Lyons.

LONDON, 15TH SEPT., AFT.

The Liverpool Cotton Market to-day was strong. Fair Dhollera 7⅜d.

The Bank of England returns show the following results:—

Reserve of Notes	£12,625,000,	Inc.	£1,000,000
Bills discounted	£18,750,000,	Dec.	£625,000
Cash	£21,500,000,	Inc.	£500,000

Consols 92¼.

The sum of £84,000 was this day paid into the Bank of England.

The Bank of England has reduced its rate of discount to 3 per cent.

THE ENGLISH MAIL.

ADEN, 17TH SEPT., 6-30 A.M.

The China with the outward Indian Mails left for Bombay to-day at 6 A.M.

MAIL ROUTES TO ENGLAND.

APPENDED is an important letter addressed by Mr. A. M. Monteath, Director General of the Post Office of India, to the Post Master General of Bombay, and dated Simla, the 12th September 1870:—

"I have the honour to acknowledge the receipt of your letter No. D.-1007, dated the 5th September, forwarding copy of a letter dated the 1st September, received by you from the Austrian Consul at Bombay, in which the Trieste route is suggested for correspondence from India to England.

I have no hesitation whatever in saying that, under present circumstances, I cannot recommend the Trieste route for such correspondence. The route through Germany and Belgium, although not passing through the scene of actual war is, I believe, less available for mails than the French route,* owing to the occupation of the railway lines for military purposes. The last English papers contained an announcement from Her Majesty's Post Master General to the effect that letters from England for Switzerland could no longer (for the above reason) be sent through Belgium and Germany, but must be sent through France. This being the case, it is clear to me that this department cannot take upon itself to recommend the adoption of the Trieste route for correspondence intended for England; but any letters specially marked for that route by the senders may be sent by it.

The only route to England which can be confidently recommended is that *viâ* Southampton, but at the same time I am not prepared to suggest an abandonment of the French route, for, up to date, no intimation has been received of its having been stopped. As stated to you in my telegram of yesterday, the mails which reached London through France on the 9th instant, had been delayed for 24 hours in transit through France: but, even with this delay, the French route was of course much the more expeditious of the two.

Last month I telegraphed to the London Post Office stating that this department relied on the English Post Office making such arrangements for the transmission of mails west of Alexandria as circumstances might render necessary; and the public may, I think, rest assured that correspondence forwarded for transmission through France (whether *via* Brindisi or *via* Marseilles) will receive every attention which Her Majesty's Post Master General can secure for it.

On the whole, therefore, my opinion is that mails should continue to be forwarded as heretofore, correspondence by the Brindisi or Marseilles route having as yet a reasonable prospect of reaching quicker than if sent *via* Southampton; but at the same time persons having important correspondence with England, might, perhaps, exercise a wise discretion in choosing the Southampton route, or in sending duplicates by that route.

As regards correspondence for foreign Europe (except France, Spain, and Portugal), I think that it would be wise to adopt the new Italian route (described in my notification dated the 19th August 1870), which becomes available on the 1st October (*i. e.*, with the mail timed to leave Bombay on that date, or the following morning): but it is, of course, optional with the public to use the Trieste route if they prefer it.

I may mention here, with reference to the Austrian Consul's remarks on the subject, that the negotiations for an exchange of mails with Foreign Europe *viâ* Trieste, under a system of prepayment to destination, and with the option of registration, have not yet been completed, though there is every prospect of an early completion."

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* Including, of course, the routes *via* Marseilles and *via* Brindisi, both of which pass through France.

THE 95TH REGIMENT'S CHILDREN'S SCHOOL.

ON Friday afternoon the annual presentation of prizes to the children attending the Colaba Regimental School took place in Morley Hall. Prize presentation day is always looked forward to by children as the one great day of their school year, and no doubt the children of the regimental schools look forward to their annual fête with expectation equal to that of other children. The neatly dressed boys and girls began to assemble on the grounds of Morley Hall long before the time set down for the presentation of prizes, and at half past four all assembled in the theatre-room, where a large number of prizes had been laid out. Besides Colonel and Mrs. Raines, who were to give the prizes to the recipients, there were present a number of officers and ladies and gentlemen interested in the school; and several of the men of the regiment and their wives attended. The provision of prizes was ample, and every scholar obtained a reward of some kind, and to judge from the number of books given to boys and girls for being "good little boys" or "good little girls," and for "good behaviour at school," the school itself must be a model institution. But whether the "good little boys and girls" were good or no, a prize for good behaviour may lead them to believe that they are so, and induce them to become worthy of it; and therein lies the principal advantage of presenting so many good-conduct prizes. At all events the handing of the books to the pupils by Colonel and Mrs. Raines pleased the children immensely, and every one was no doubt proud of his or her own prize. Several articles of clothing were also presented to deserving girls by Mrs. Raines, and one little girl seemed especially proud of a pretty dress which she received. This part of the programme over, all repaired to the ground, where outside games were to be engaged in, and in which the fine band of the regiment was stationed. A merry-go-round had been specially erected for the occasion, and this, short races, and other games were enjoyed for some time till heavy rain began to fall and forced all under the verandah. The rain, however, did not interfere with the fun; the verandah is spacious, there was excellent music, and where good dance music is being played, is not there always a disposition to dance? The rain therefore could not in the slightest degree throw a damp upon the spirits of those present, who immediately set to dancing, no distinction of rank being observed, officers leading out little girls to perhaps their first dance. This lasted till a quarter to seven o'clock, when all adjourned to the theatre-room, in which tables had been laid for tea, and the children were gladdened with the sight of so many of the good things on which they delight to feast with more than their eyes. At tea, the officers attended to the wants of the children; and after the feast, a variety of songs and glees were sung. The raising of the curtain of the stage then displayed a gaily decorated Christmas tree, lighted up with innumerable tapers—a dazzling sight for the youngsters, who crowded around, and at whose wish the brilliant tree was soon relieved of all the pretty and useful presents which had been hanging on its branches, and which were distributed by Mrs. Raines. The children were now of course in better humour than ever, and, singing being resumed, all went merry as a marriage bell till half past eight o'clock, when Colonel Raines referred to the approaching departure of the regiment for Old England, and expressed his great regret at parting with the men who had volunteered into other regiments remaining in the country. Three cheers were then given for Colonel and Mrs. Raines, the officers and ladies, and the Queen, and the proceedings of the happy fête day were brought to a close by the singing of "God save the Queen."

"AZAMAT-BATUK" ON THE STATE OF FRANCE.

THE following is a portion of a lecture delivered on August 25 in St. George's Hall by "Azamut-Batuk" on behalf of the poor families of Lorraine and Alsace, who were driven away from their homes, and dying from starvation on the high roads and in the woods of France:—

It is already commonplace to say that the success of the Prussians has been the result of the mismanagement of the troops, and of the unprepared state in which the army entered upon the war. But I do not know whether you have in your mind a summary of the chief reasons of this unreadiness for war. A country paying 600 million francs for its army, as France does, should have the right of expecting itself always prepared for war, but the money has been thrown away chiefly in the pay of the generals and marshals who spend their lives at the Court. The so-called intendance, which it seems has been recently copied in England, has done absolutely nothing except the officers drawing their salaries, and leading the army into the field without provisions, without ammunition, and even without carriages and horses to carry provisions and ammunition. The army itself, scattered all over France with a view to keep in subjection the revolutionary spirit of the large cities, was concentrated very slowly, and was divided into an endless number of corps, for no other practical purpose than to create as many marshals and generals as there were friends of Marshal LeBœuf or persons in favour at the Court. The Etat Major, a body whose chief duties ought to consist in the study, in time of peace, of strategical positions all over Europe, and of reconnoitring in time of war, were officers who did not know even the map of France, and who were neither able to make a proper reconnoitring nor would have been sent to make one, as they were chiefly aristocrats and *fils de bonnes maisons*, whom it would be a pity to expose to such dangerous duties. The Prussians send usually a couple of dozen of Uhlans, as they call their lancers, using their orignal Polish name, with three or four officers, and if one of them comes back safely with some useful information they are quite satisfied, think the purchase is worth the expense. Thus they know everything about the French army, while the French know nothing about them. Moreover, there is even an actual want of staff officers in France. Marshal Niel intended to create in every regiment a post of an officer of the Etat Major, but this measure has met with the discontent of the whole army, as the line officers became jealous of the accomplished young men who through their knowledge would be at once elevated to a more prominent position. According to the Marshal's plan, such an officer had to pass the infantry, cavalry, and artillery regiments, so as to be fully versed in all the branches of the service, and naturally enough would on many occasions be the teacher or tutor even of the regiment himself. This did not suit the army, and a cry was raised against the measure, which was consequently abolished, and the army found itself without officers of the Etat Major at the moment when they were wanted. Besides this, whatever may be said concerning Napoleon having nourished for a long time the intention of going to war with Prussia, there can be no doubt whatever that Prussia had nourished the idea of going to war with France a still longer time, and made all the preparations which Napoleon could not have made without having every one's suspicions excited against him, both at home and abroad, while King William and Count Bismark made all they liked without being noticed by any one. Not only the enormous Prussian army has been formed, armed, and prepared for fighting, but the whole ground where the war was likely to take place has been studied by travelling Prussian officers for several years past; and a few months before the opening of the war a German officer is believed to have visited every corner of Vincennes and Metz in the assumed character of an old German beggar selling matches. The permanent military attaché at the Court of the Tuileries went wherever he chose, and was shown everything he wished to see, while the French attaché at Berlin was not allowed to see anything, and did not probably care to see anything.

Further, the border population of the east of France is German. Therefore the Prussian troops could gather all the information they wished from every child they met on the frontier; while the French were utterly unable to speak with the population on the German side of the frontier. France was covered and is covered with German spies, and a report says that already nineteen of them have been shot; while France has not a single spy in Germany. An offensive plan of campaign had been elaborated, and two points selected as bases of operation—Strasbourg and Metz. In those two places it was supposed that all the stores would be found, but when the army approached the frontier the fortresses contained nothing but empty sacks. When I arrived at the frontier in the last week in July I found there only one corps scattered over the whole distance from the Luxemberg frontier to the corner of the Palatinate, and even this corps was supplied with regular war rations only a couple of weeks later. There was printed an endless quantity of columns in the English papers concerning the mental, political, and other hesitation of the Emperor Napoleon to cross the frontier. But in reality there was no hesitation whatever. There were no troops to cross with, and nothing to eat besides what could be bought in the neighbourhood for ready cash, of which there was then plenty. In the beginning of August, when the other corps had reached the frontier, the Emperor began to lose his patience with the Intendance, and we had already then some rumours of his discontent both with it and Marshal LeBœuf. The plan of the campaign, which ought to have been completely changed as the time for an offensive movement was passed, remained still the same. The stores began to be much more quickly supplied to the two bases of operations, but they could no more serve so advantageously as they would have served formerly, for one half of them were consumed almost at the moment they arrived and the other half was subsequently cut away on various occasions by the enemy. The plan of invading the Rhenish provinces and the Palatinate having been calculated so as not to keep too great a force on the same spot, with a view both to take at once possession of a larger space and of not having too great a number of men to provide for in what were anticipated to be devastated provinces, the three corps (the first of McMahon, the second of Frossard, and the third of Bazaine) had been scattered over a distance of some 100 miles from Sierck to Strasbourg, with no other reserves than Bourbaki's Imperial Guards camped around Metz, and a few regiments which the 4th corps of Ladmirault might have despatched in case of necessity from the Valley of the Moselle, which it was appointed to protect.

You know how easily the Prussians broke this thin line, and how they forced the French, prepared only for an offensive war, to pass to the defensive, with no serious plan formed with the whole country thrown into a panic, and with one of its bases of operation, Strasbourg, cut away.

I need not dwell on the particular circumstances under which the first battles have been fought. The little that is known about them has already been printed. As to anything like a connected exposition of the whole campaign for the first month there is absolutely no material upon which it could be constructed yet. Properly speaking, I am of opinion that there was no campaign at all until about a week ago. There was only chaotic fighting, in which some 50,000 men on both sides lost their lives, and in consequence of which a considerable portion of the French territory has fallen into the hands of the Prussians. The campaign when Bazaine took the command of the army on the clearly expressed stipulation that he would take no orders from those above him. What will be the result of this campaign remains to be seen, but I think that if we have patience enough to allow Bazaine and Macmahon, before we pronounce any judgment, the same amount of time for restoring things which has been allowed for spoiling them, we shall hear of results certainly not anticipated by those who are accustomed to read only the very partial judgments expressed by a certain portion of the English press.

The chief reason which leads me to this belief is not any particular admiration for the capacities of those generals, although their talent is a very important point, but a deep conviction based upon data which I have myself collected on the spot. I know positively that the French army is gaining strength every day, that the provision comes in with almost incredible rapidity, that the Prussians, the more they advance, have the greater difficulty in providing for themselves, the panic which spread itself during the first days of ill-success has passed over in France. Of this panic one witnessed it can form no adequate conception. It was not confined only to the civil population of the invaded provinces, but extended throughout almost the whole of the army. So little expected the soldier to be beaten at the opening of the campaign that no human force could make them listen to the signal for retreat when reverse was at hand. So little did they expect to be short of ammunition that no human force could prevent them from expending their cartridges with the utmost lavishness. And the greater was their assurance of victory, the greater were they afterwards when the overwhelming forces of the enemy proved that defeat was possible. The cries which were heard on the battle-field, from the dying, as well as from the flying soldiers, against the generals, had something sinister in them. And it was sufficient that a couple of soldiers who escaped from Wissembourg, Forbach, or Woerth should meet a fresh regiment and tell it what was going on in the lines, for the murmur of discontent to be extended to the troops who had not yet fired a single shot. These troops, harassed by repeated unnecessary journeys from Châlons to Metz or Nancy and back—journeys which were ordered and countermanded under the influence of successive defeats and the absence of any plan—had already badly disposed the troops and made them much more impressionable to the unpleasant tales which their defeated comrades had to tell them. Returning to Châlons, or to some provincial town, these fresh but already infected troops communicated their disposition of mind to the Garde Mobile, whence the discontentment, transforming itself into a panic, spread itself all over France. But if the soldiers had thus real reason for complaint, the civil population had scarcely any, for at the moment they circulated the most absurd stories they had not suffered in any way whatever, had no contribution to pay, and even no soldiers to keep in their houses, as have the population in Germany. The real sufferers, the peasants of the border districs, who had then already lost everything, hid themselves and suffered quietly, while the townsfolk of Nancy and kindred places conducted themselves in a way which has constantly caused me to ask where Erchmann-Chatrian took their originals from for painting the heroes of Alsace and Lorraine?

I am sorry that in the picture I attempt to sketch of the state of France, I must give a very bad part to the fair sex. Not only all the habits of my Turkish nationality, but all the tendencies of my heart and soul are strongly inclined towards the ladies. But all my thoughts are against them; for notwithstanding all the achievements the ladies attribute to themselves, and all the rights they claim, I have seldom seen yet that they, as a body, anywhere conduct themselves properly. Wherever you go over France, for instance, the greatest disturbances and the greatest mischief are done by the ladies. The greatest panic is spread by them. No one has ever supposed of MacMahon that he was anything else than a bravo soldier, or that he was not a general ready to use all imaginable means with the view of exterminating the enemy. He passed through the school of Algeria, and it is certainly not humanity that one learns there. French ladies, however, found that MacMahon was too delicate. There is a forest somewhere near Haguenau or Woerth where 40,000 Germans were reported to have hidden themselves. How far this was true is not ascertained even now; but all the ladies of France reproached MacMahon for not having set fire to the wood and roasted the whole 40,000 Prussians and Bavarians concealed therein. How was the wood to be set on fire? How long would it take to burn? How were the Prussians to be kept in it? Nothing of this was inquired into; but the ladies of France wished the wood to be burned and the Prussians to be roasted in it. And they talked so long on the subject that at a great part of the male population of eastern France began to repeat the same thing. I saw lots of young and old women who had fled from Forbach and Saverne, and all of them described atrocities of the Prussians which I am sure were never perpetrated, and sufferings of the French troops which would not be possible under any circumstances whatever. A few killed or wounded soldiers raised their imagination into something quite monstrous, and in the comparatively quiet places to which they fled for shelter they spread the unintelligible panic under which they themselves laboured. With reference to spies, again, men have never attempted to arrest so great a number of English and even French citizens as the women have done, and while the former have invariably insisted upon a suspicious person being examined as to his personality, or ejected from the country, the latter have constantly excited the mob by demanding that the person should be immediately torn to pieces. In speaking thus I refer of course particularly to the lower classes of French women; but in the more educated circles things were hardly standing better. The honest and kind-hearted ladies who did and do give themselves up to the service of ambulances and hospitals are only few. The bulk of the female population is as it is everywhere. Corrupted by an indolent existence, deprived of all sorts of knowledge, and physically weakened by an abnormal manner of living, none of them thought for a single moment that they were answerable for a great deal of the mischief caused to their country. Were they better educated, they would form better wives and better mothers. The better wives and better mothers would better influence their children and husbands, who would thus be made better citizens, better soldiers, and better politicians. A sovereign would never be able to enter upon war with a population not disposed to it, and the politicians would never permit themselves to be drawn into negotiations so critical as to lead to war if they were selected from among better citizens. The empire, the court, fashionable Paris, with its fashionable shops selling fashionable dresses, would never have tempted reasonable women so far as to forget that all that brilliancy has its dark side, enormously costly in money and inevitably leading finally to a still greater cost of lives. And when all this is done—when France is thrown into the miseries it now finds itself in—who is it that seeks that even the honour of the country should be sacrificed? Again women, and of the highest circles. It is they who begin to talk about mediation, as if they did not know that not a single Frenchman will cease to fight until he himself, not other people, acknowledges that the country is vanquished, and that there is absolutely no hope of rescuing France from political degradation and military dishonour. The ladies present must excuse me speaking so frankly about their sex, but, in the first place, present company are always excepted, and, in the second, my chief intention is to expose here what I think to be true, not to make compliments.

Painful, however, as this picture of the moral state of France may seem, I must say that it is an old one. Since the first impression of the French defeat everything has changed. The country became accustomed to the idea that its territory was invaded, and sound courage has as quickly taken the place of panic as previously panic took that of senseless bravado. People begin to understand that their position may be in a few days much better than they would have thought, and than they were told by foreign newspapers.

OVER-REGULATION PAYMENT IN THE ARMY.

THE report of the Commissioners appointed to inquire into over-regulation payments on promotion in the army, which was issued on August 25, fills twenty-five pages. The minutes of evidence (twelve witnesses) are appended to it. On a review of the whole facts of the case the Commissioners report as follows:—

1.—(*a.*) The practice of paying in respect of promotions and of receiving in respect of retirements sums in excess of those sanctioned by the Royal Warrant of the 3rd February, 1866, is general throughout those corps in which regimental promotions are by purchase. (*b.*) The practice of paying in respect of promotions and receiving in respect of retirements sums not sanctioned by Royal Warrant, prevails also in corps in which regimental promotions are not by purchase but by seniority. (*c.*) The practice of paying and receiving sums of money in excess of those sanctioned by Royal Warrant, or sums not sanctioned by such warrant, prevails also in the case of exchanges from one corps to another and from one battalion of a regiment to another battalion of the same regiment.

2. That the payment of those sums is a matter of arrangement between the officers, and that it is usually, though not in all cases, made through the regimental agents acting in the matter as private bankers, no record being kept of the purpose for which the money is paid.

3. That the chief incidents of the practice are:—(*a.*) The raising the prices of commissions, with the exception of the first, to an amount which subjects officers of limited means to serious inconvenience while they remain in the army. (*b.*) Considerable pecuniary advantage to non-purchasing officers in the event of their retirement. (*c.*) The acceleration of promotion by the inducement it offers to retirement, and the consequent advantages both to purchasing and non-purchasing officers. (*d.*) The habitual violation of the law supported by long-established custom and unchecked by any authority.

4. That under ordinary circumstances, and with the exception of "fancy" prices occasionally given, the officers who has paid any sum in excess of that sanctioned by Royal Warrant is accustomed to receive the like sum back on his retirement by sale of his commission or on full or half pay, but that the circumstances under which the sum so paid is irrecoverable are so various and uncertain that the payment of it, if regarded as an investment, is attended with great risk of loss.

5. That (*a.*) The practice has received no formal or express sanction from any public departments or officers, and the regulation price only of commissions has been recognized and paid by the War Department in the case of payments to the families of officers killed in action, and of purchase of commissions by means of the reserve fund. (*b.*) While the existence and general prevalence of the practice has been notorious, there has been no attempt to put a stop to it by enforcing the provisions of the statutes prohibiting it. (*c.*) The habitual violation of the law and regulations prohibiting the practice has passed unnoticed, except in very rare instances which occurred many years ago, in which the facts were brought officially to the knowledge of the Commander-in-Chief by complaints against officers for refusing to fulfil an agreement to pay money in excess of the regulation price for a commission. (*d.*) In those instances the course pursued by the military authorities was not calculated to check the practice. (*e.*) The regulations expressly prohibiting the practice have been gradually relaxed and finally withdrawn. (*f.*) There has been no real discouragement of the practice by authority. (*g.*) There has been a tacit acquiescence in the practice, amounting, in our opinion, to a virtual recognition of it by civil and military departments and authorities.

MONEY ORDERS BETWEEN INDIA AND ENGLAND.

THE arrangements for the proposed exchange of money orders with the United Kingdom would some time since have been published, but for Mr. Monteath's very laudable desire to establish the question of the commission to be charged on a thoroughly economical footing. It takes time, as the public have too often found to their cost, to arrange matters with the authorities in England. In the present instance, however, there is reason to hope that the delay will be productive of substantial advantage. The final proposals of the Government of India went home in the early part of July last, and it is not impossible, therefore, that the money order system may be in operation here before the current year closes.

The rate of commission to be charged on orders drawn in India must necessarily vary in some keeping with the rate at which the Secretary of State is able to lay in money at home. If, for instance, the Secretary of State's average rate is not likely to exceed 1s. 10d., the commission to be charged on money orders granted here would probably be at the rate of about 5½ per cent. The English Post Office must, however, be induced to accept a fixed commission of ⅛th per cent., leaving the Indian Department to regulate the commission charged here, so as to cover the risks of exchange. The proposed measure will, no doubt, afford a great convenience to a large portion of the European community in India, and it is to be greatly hoped that the "war" may not be urged at home as an excuse for any further delay in replying to the last despatch of the Governor-General on the subject.—*Pioneer*, Sept. 15.

BOMBAY.

A SEAMAN of the ship Marian Hay was on Saturday sentenced by Mr. Connon to two weeks' imprisonment for refusal of duty.

A GODOWN situated in the Don Tar Third Lane fell on Saturday morning, and a native who was walking along the road was thereby injured.

ACCIDENT.—On Friday a coachman in the service of a Parsee was driving a shigram on the Breach Candy road, when the horse took fright and ran away. The coachman fell from the box and was severely hurt. A Parsee lad walking on the road was also slightly injured. The shigram came in collision with another shigram, and both were smashed to pieces.

WE regret to announce the death of Mr. Alfred Smith, the senior partner at this station of Messrs. Kemp & Co., Chemists and Druggists, which melancholy event occurred yesterday morning from inadvertently taking an overdose of morphia, to relieve an old complaint that he had for some time been suffering from; Mr. Smith has not been seven months in the country, and for the short time he has been in Poona was esteemed by all who knew him.—*Poona Observer*, September 17.

BOMBAY UNCOVENANTED SERVICE FAMILY PENSION FUND.—From the report for the quarter ending 30th June 1870, it appears that during that period there have been four admissions, whereby the number of subscribers has been increased from 143 to 147. The number of incumbents is the same as it stood on the 31st March 1870, viz. 18. The amount of subscriptions paid into the Pension Fund from 1st April to 30th June is Rs. 4,359-1-5, and that paid to the Life Assurance Branch is Rs. 275-13-5, making in the aggregate Rs. 4,634-14-10. Of this sum Rs. 3,375 has been paid into the Government Treasury.

THEFT.—At the Fort Police Court on Saturday, William Kelly, a European engine-driver, was charged before the Chief Magistrate, at the instance of Mr. Inspector Wainwright, with being found in possession of four Government currency notes for Rs. 90 and four rupees in cash, reasonably suspected to have been stolen or fraudulently obtained. From the evidence of W. Godfrey, an engine-driver, it appeared that on the 13th instant he went to a house in Duncan Road with Rs. 180 in his possession. He took a glass or two of beer and then went to sleep. On the following morning when he awoke he missed the money. On Thursday he found the defendant with some currency notes in his hand, and reported the circumstance to the police, who arrested the latter. The defendant was convicted and sentenced to three months' rigorous imprisonment.

FALL OF RAIN IN BOMBAY.

From 11th to 17th September 1870.

	Byculla. In.	Byculla. Cts.	Fort. In.	Fort. Cts.	Colaba. In.	Colaba. Cts.	Mazagon. In.	Mazagon. Cts.
Sept. 11 Sunday	0	34	0	8	0	27	0	31
" 12 Monday	0	0	0	0	0	29	0	0
" 13 Tuesday	0	0	0	0	0	0	0	0
" 14 Wednesday	0	95	0	25	0	2	0	70
" 15 Thursday	0	50	1	5	0	21	0	20
" 16 Friday	1	51	0	35	0	68	1	46
" 17 Saturday	0	12	0	4	0	11	0	12
For the week	3	42	1	77	1	58	2	79
Previously registered	64	92	58	57	54	54	55	44
Total fall	68	34	60	34	56	12	58	23

SHIPPING AND PASSENGERS.

THE S.S. MARTABAN, Captain Turner, sailed on Saturday last for the Persian Gulf via Kurrachee with a general cargo and the following passengers:—For Kurrachee—Mr. R. G. Elwis. And twenty-three deck passengers.

THE S.S. PEARL, Captain G. Baldwin, sailed on Saturday last for the Malabar Coast with a general cargo and the following passengers:—Mr. F. McCombie, and thirty-one deck passengers.

THE SHIP THE FOUNDLING, 1,183 tons, Captain Varien, arrived on Saturday last from Liverpool with a cargo of coals. The vessel is consigned to Messrs. Edward Bates & Co. She spoke the ship Queen of Australia, from London to Bombay.

A BAD LOOK-OUT FOR THE D. P. W.

THERE is to be in 1871 an exhibition of building materials from all parts of the world. What will India send? Specimens of "mortar from Allahabad" or "ground plan of a church" from Jubbulpore? Shall it be a series of bricks showing the gradations of badness, or photographs of bridges, jails, and buildings in India, gaping, crumbling, sinking or blown up? These would all be instructive, but they would scarcely carry off any prizes. Under these circumstances, it would be better, we think, in India to keep her "specimens of building material" in the background.—*Pioneer.*

TELEGRAPH LINE REPORTS.

KURRACHEE, 18th Sept., 8 P.M.—Latest dates from United Kingdom via Russia, 17th Sept., 5-20 P.M. From Continent of Europe, via Russia, 17th Sept., 2-50 P.M.; via Turkey, 17th Sept., 5-20 P.M. America via Russia, 17th Sept., 10-30 P.M. California via Russia 17th September, 9.15 A.M. Cable right; Turkish line right to Europe; Persian line right to London.

BOMBAY GOVERNMENT TELEGRAPH. OFFICE.—18TH SEPT., 9 P.M.

Latest dates from United Kingdom.

Via Russia, 17th Sept., 5-20 P.M., Greenwich time. Time in transit, 11 hours 15 minutes.

Via Red Sea, 18th Sept., 1-5 A.M., Greenwich time. Time in transit, 13 hours 47 minutes.

Latest dates from Continent of Europe.

Via Russia, 17th Sept., 2-51 P.M., Greenwich time. Time in transit, 12 hours 51 minutes.

Via Turkey, 17th Sept., 7-17 A.M., Greenwich time. Time in transit, 9 hours 48 minutes.

Via Red Sea, 17th Sept., 11-30 P.M., Greenwich time. Time in transit, 4 hours.

America, via Turkey, 17th Sept., 9-15 A.M., American time. Time in transit, 3 hours 58 minutes.

America, via Red Sea, 17th September, 12-55 P.M., American time. Time in transit, 7 hours 20 minutes.

The time occupied in the transmission of messages to Bombay from 9 P.M. of the 17th to 9 P.M. of 18th Sept., is as follows:—

To Bombay	Max.	Min.
From Kurrachee	4 33	0 21
" Calcutta	14 8	1 4
" Madras	one in 21 mts.	
" Galle	one in 1 hr. 33 mts.	

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TRIAL OF CURSONDAS MADHOWDAS.

THE trial of Cursondas Madhowdas and Captain Brown, lately of the ship Teresa, on criminal charges in connection with the tendering by the former of a bill of lading, for 1,000 bales of cotton, signed by Captain Brown before the shipment of any of the consignment, and on which Cursondas obtained from Messrs. Finlay, Scott, and Co. an advance of £6,000, commenced at the Bombay Criminal Sessions on Friday last before the Hon. Mr. Justice Green. A special jury had been summoned, the two prisoners were put in the dock together and it had been intended to try them at the same time, but owing to the raising of a legal question they were proceeded against separately. The Advocate General and Mr. Farran appeared for the prosecution; Mr. Ferguson and Mr. Starling for Mr. Cursondas; Mr. Mayhew for Captain Brown; and Mr. McCulloch watched the case for Messrs. Finlay, Scott, & Co.

THE CHARGES.

The Clerk of the Crown first called the two prisoners, and then read the charges against them, which were as follows:—

1. That the said Cursondas Madhowdas heretofore, to wit, on the 31st day of May, in the year of our Lord 1870, at Bombay, intentionally deceived Robert Valentine Reid into the belief that one thousand bales of cotton marked N.B.B.S. were then shipped on board the ship Teresa, in the harbour of Bombay, whereas the said one thousand bales of cotton marked B.B.N.S. in fact, and as the said Cursondas Madhowdas then knew, were not then so shipped, and thereby dishonestly induced the said Robert Valentine Reid to do an act, to wit, to part with a cheque for Rs. 60,000, which act the said Robert Valentine Reid would not have done if he had not been so deceived, and which act was likely to cause damage to the said Robert Valentine Reid in property, and that said Cursondas Madhowdas thereby cheated the said Robert Valentine Reid against the form of the Indian Penal Code in such case made and provided.

2. That the said Cursondas Madhowdas afterwards on the day and year aforesaid at Bombay aforesaid, intentionally deceived the said Robert Valentine Reid into the belief that the said one thousand bales of cotton marked N.B.B.S. were then shipped on board the said ship Teresa in the harbour of Bombay, whereas the said one thousand bales of cotton marked N.B.B.S. in fact, and as the said Cursondas Mahadowdas then knew, were not then so shipped, and thereby dishonestly induced the said Robert Valentine Reid to deliver certain property, to wit, a cheque for rupees sixty thousand to the said Cursondas Madhowdas, and that the said Cursondas Madhowdas thereby cheated and dishonestly induced a delivery of property by the said Robert Valentine Reid against the form of the Indian Penal Code in such case made and provided.

3. That the said Cursondas Madhowdas afterwards on the day and year aforesaid at Bombay aforesaid, intentionally deceived the said Robert Valentine Reid into the belief that the said one thousand bales of cotton marked N.B.B.S. were then shipped on board the ship Teresa, in the harbour of Bombay, whereas the said one thousand bales of cotton marked N.B.B.S. in fact, and as the said Cursondas Madhowdas then knew, were not then so shipped, and thereby dishonestly induced the said Robert Valentine Reid to deliver certain property, to wit, a sum of rupees sixty thousand to the said Cursondas Madhowdas, and that the said Cursondas Madhowdas thereby cheated and dishonestly induced a delivery of property by the said Robert Valentine Reid against the form of the Indian Penal Code in such case made and provided.

. That the said Marcus Beresford Brown, afterwards on the day and year aforesaid at Bombay aforesaid, by an act, to wit by signing a document, to wit a bill of lading purporting to be an acknowledgment by him, the said Marcus Beresford Brown as captain of the said ship Teresa, that the said one thousand bales of cotton marked N.B.B.S. were then shipped on board the said ship Teresa, whereas the said one thousand bales of cotton marked N.B.B.S. in fact, and as the said Marcus Beresford Brown then knew, were not then so shipped, intentionally aided the said Cursondas Madhowdas in deceiving the said Robert Valentine Reid into the belief that the said one thousand bales of cotton marked N.B.B.S. were then shipped on board the said ship Teresa, and thereby intentionally induced the said Robert Valentine Reid to do an act which he would not have done if he had not been so deceived; and that the said Marcus Beresford Brown thereby abetted the offence of cheating, and that the act so abetted by the said Marcus Beresford Brown was committed in consequence of such abetment against the form of the Indian Penal Code in such case made and provided.

5. That the said Marcus Beresford Brown afterwards on the day and year aforesaid at Bombay aforesaid, by an act, to wit by signing a document, to wit a bill of lading purporting to be an acknowledgment by him, the said Marcus Beresford Brown as captain of the said ship Teresa, that the said one thousand bales of cotton marked B.B.N.S. were then shipped on board the said ship Teresa, whereas the said one thousand bales of cotton marked B.B.N.S. in fact, and as the said Marcus Beresford Brown then knew, were not then so shipped, intentionally aided the said Cursondas Madhowdas in deceiving the said Robert Valentine Reid into the belief that the said one thousand bales of cotton marked B.B.N.S. were then shipped on board the said ship Teresa, and thereby dishonestly inducing a delivery of property by the said Robert Valentine Reid; and that the said Marcus Beresford Brown thereby abetted the offence of cheating and dishonestly inducing a delivery of property, and that the act so abetted was committed in consequence of such abetment against the form of the Penal Code in such case made and provided.

[There were four additional charges against Cursondass, charging him with abetment of cheating some person or persons unknown, by endorsing the bill of lading and signing the letter of consignment.]

Both prisoners pleaded not guilty.

THE JURY: THE PRISONERS TO BE TRIED SEPARATELY.

The jurors were then called, when the following were peremptorily challenged by Mr. Ferguson and Mr. Mayhew—Messrs. T. F. Punnett, F. Oliphant, R. H. Baker, J. Marshall, J. Brown, G. H. Dick, J. W. Wood, Sorabjee Shapoorjee Bengallee, W. J. Best, F. W. Sedgwick, F. Blackmore, and Captain G. F. Henry.

Mr. Ferguson challenged the next juror, Mr. J. P. Cornforth, when

The Advocate General said his learned friend was not in a position to challenge Mr. Cornforth, as he had already had ten peremptory challenges and that was all the law allowed in the case of a special jury.

Mr. Ferguson submitted that under section 19 of the Procedure Amendment Act, ten challenges were allowed for each prisoner, to be tried by a special jury, and these were always allowed in England.

The Judge said he would be sorry to do an injustice, but he thought the meaning of the section was that only ten challenges were allowed.

Mr. Starling remarked that he remembered a case at the Old Bailey where three prisoners who were represented by separate counsel were allowed twenty peremptory challenges each. In this case he certainly submitted that the limitation to ten challenges simply referred to each person charged, it did not mean that there should be only ten challenges by all the prisoners.

The Advocate General submitted that the meaning of the section was to allow only ten peremptory challenges in all. The section provided for a panel of only thirty-six jurors, and it was evident that unless a double panel was summoned the panel would soon be exhausted if each of several prisoners was allowed ten peremptory challenges.

The Judge said he thought there was a deal in what the Advocate General had remarked, that the whole number might soon be exhausted; but the prisoners might join in their challenges.

Mr. Ferguson replied that the answer on the point of exhausting the number was that the Clerk of the Crown might summon a larger number; or the prisoners might be tried separately; and there was nothing more common in England than that when a trial was causing excitement and strong feeling, a large panel should be summoned—in some cases the whole jury had been summoned.

The Advocate General remarked that that had never been done in India.

Mr. Ferguson replied that there never had been a case in India in which it was necessary to do so. As to his Lordship's remark that the prisoners might join in their challenges, he said the interests of the prisoners might be diametrically opposed, so that a great injustice might be done to one of the prisoners. He submitted that the plain reading of the section of the Act was that each prisoner should have a right to ten peremptory challenges.

The Judge—I do not think that is plain.

Mr. Ferguson—Then if there is the least ambiguity, I submit it ought to be construed in favour of the prisoners.

The Judge—I cannot see that there is ambiguity. It says, "A peremptory challenge to the number of twenty in common juries and ten in special juries shall be allowed," and no others shall be put on challenge.

The Advocate General here said that rather than have any serious discussion on this matter afterwards, he would, with his Lordship's permission, proceed with only the charges against Cursondas Madhowdas, and he would recall the jurors who had been challenged by Mr. Mayhew.

Other gentlemen were then called to complete the jury. Mr. Hardcastle, of the Comptoir D'Escompte de Paris, was one of these, but he said he thought he should not serve on the jury as he held bills of Cursondas. Mr. Ferguson said he would challenge Mr. Hardcastle for cause but was not to exhaust his peremptory challenges; and Mr. Hardcastle was requested to get into the witness box. The only other challenge was against Mr. Negroponte he not being a British subject, and so the jury was completed without Mr. Hardcastle, who accordingly withdrew.

Cursondas Madhowdas was then put in charge of the following jury on the charges which we have stated above:—Messrs. Wm. Fraser (foreman), W. E. Gordon, J. G. Pickering, D. Robertson, R. H. Baker, J. Marshall, G. A. Barnett, D. C. Stewart, J. P. Cornforth, Muncherjee Framjee Cama, Mahadew Narayen Shirgaumker, and Goolam Hoosein Nanjee.

THE OPENING STATEMENT.

The Advocate General then proceeded to open the case for the prosecution, in doing which he said—May it please your Lordship and gentlemen of the jury,—The prisoner at the bar, a Hindoo merchant well known in this town, stands charged before you to-day with the offences of cheating and abetment of cheating. The circumstances which have given rise to the charges now preferred against him are shortly these—In the month of May last the prisoner, in the course of his business, applied to the firm of Messrs. Finlay, Scott, & Co., for an advance of £20,000 against cotton, and, in pursuance of an arrangement with Mr. Reid, the senior resident partner of the firm at that time—to which arrangement the prisoner was a party—bills were drawn upon Messrs. Baring Brothers, of Liverpool, the English correspondents of Finlay, Scott, & Co., which bills were sold here in Bombay, and the proceeds received by Finlay, Scott, & Co., and held by them against a consignment of cotton to be made in pursuance of the arrangement which had been entered into in the month of May. Of the sum which was rereceived as the proceeds of these bills, the sum of Rs. 100,000, equivalent to £10,000—being one-half of the whole advanced—was paid over to the prisoner on the 16th May, and he gave a receipt for it in these terms—"Received from Messrs. Finlay, Scott, & Co., the sum of Rs. 100,000 only, per cheque No. 889, on the New Bank of Bombay, being advance on consignment by ship or ships, shipping documents for which I promise to hand in on day. (Signed) CURSONDAS MADHOWDAS." In addition to the lakh of rupees paid over by Finlay, Scott, and Co., to the prisoner on the 16th May, a further sum of Rs. 25,000 had been previously paid to him out of the moneys which had been realized by the sale of the bills drawn upon Messrs. Baring Brothers, and that sum of Rs. 25,000 had been repaid by the prisoner to Finlay, Scott & Co., in respect of previous transactions between them, so that at the period to which I am about to direct your attention, the prisoner had received Rs. 1,25,000 out of the proceeds of these bills for £20,000, and in respect of that Rs. 1,25,000 he was to ship cotton according the terms of his agreement, and the shipping documents were to be handed to Finlay, Scott, and Co. in the course of a few days. The arrangement as to the cotton which was to be shipped against these advances was that £12 per bale was to be advanced, and therefore, upon the advance of Rs. 1,25,000, or £12,500, it would become the duty of the prisoner to furnish Finlay, Scott, and Co. with shipping documents for 1,000 bales of cotton. He had received the £12,500, and therefore was under an obligation to do that. Now, gentlemen, on the 31st May, an application was made to Finlay, Scott, and Co. for a further advance, and Mr. Reid will tell you that, without having shipping documents to cover the previous advance of Rs. 1,25,000, he would not have made any further payment to the defendant. You are aware, no doubt, that in transactions such as these it is not always the principals that see each other—that applications are made by agents, letters, and other means of communication besides positive word of mouth, between the parties; and you will be told by Mr. Reid that prior to the further advance being made, shipping documents were produced to Finlay, Scott, and Co., countersigned by the prisoner, in respect of 1,000 bales of cotton, which purported them to have been shipped on board the ship Teresa. Those documents, in the first instance, were a bill of lading and a letter of consignment. The bill of lading was in a form that is no doubt familiar to you all, and it purported to show that 1,000 bales of cotton, marked N.B.B.S. in the interspaces of a cross had been shipped "in good order and well conditioned by Cursondas Madhowdas in and upon the good ship called the Teresa." That bill of lading is endorsed, "Deliver to the order of Messrs. Baring Brothers," and that endorsement is signed by Cursondas Madhowdas in his own proper handwriting. Accompanying that bill of lading was a letter of consignment, dated 31st May, 1870, addressed to Baring Brothers, of Liverpool, in these terms: "Dear Sirs,—I beg to advise having made, through Messrs. Finlay, Scott, and Co., a consignment to your care of 1,000 bales of cotton per Teresa, the bill of lading for which I hand you herewith." Gentlemen, you will mark the terms of that letter. "I beg to advise having made," not "I beg to advise that I am about to make," or "I am going to make," but, I "beg to advise having made" on this day, the 31st May, a consignment of 1,000 bales of cotton per Teresa. And the letter goes on to state that against this shipment he has passed the following drafts on Baring Brothers, and he describes them in brief, as £20,000 at sight drawn for by mail on the 14th. It is signed "I am, dear sirs, yours faithfully, Cursondas Mahowdas." That signature, gentlemen, is also, as I shall prove, in the proper handwriting of the prisoner. Upon the faith of these documents, and believing that they represented 1,000 bales of cotton actually shipped on board the Teresa, Messrs. Finlay, Scott, and Co., on the same day on which the letter of consignment was dated, namely, 31st May, 1870, made a further advance of Rs. 60,000 to the prisoner, and it is in respect of that sum of Rs. 60,000, and that sum only, that the present charge is framed. There is no charge of fraud brought against the prisoner in regard to the previous advances he had obtained against the £20,000 worth of bills he had drawn in the early part of May. That sum of Rs. 1,25,000 was paid to him under circumstances which involved no consideration of fraud or criminality, and the only point to which you will have to direct your enquiry is as to the circumstances under which Finlay, Scott, and Co. were induced to make to the prisoner this further advance of Rs. 60,000 on the 31st May. That money was advanced and paid by a cheque upon the Oriental Bank, bearing date the 31st May, drawn in favour of Cursondas Madhowdas, or order, and a receipt for that sum, in the usual form, was given to Finlay, Scott, and Co. on the same day. That receipt is in these words, "Received from Messrs. Finlay, Scott, and Co. the sum of Rs. 60,000 only, per cheque No. 2089, on the Oriental Bank, being advance on consignment per ship or ships, shipping documents for which I promise to hand them in on day. (Signed) CURSONDAS MADHOWDAS." This signature is also in the proper handwriting of the prisoner. Now, I have already told you that the only payment you will have to consider as material in regard to the present charge is the payment of this Rs. 60,000. With regard to the shipments, the only shipment of cotton you will have to consider are those against the Rs. 1,25,000 which the prisoner had already drawn, and I must ask you to bear that in your minds, as it is possible that from the terms of this receipt, "Shipping documents for which I promise to hand them on day" it may be argued that for that Rs. 60,000 there was only a future promise to ship, and that therefore no criminality can possibly be attached to the prisoner in respect of that circumstance. Nor is there—the criminality which attaches to the prisoner, if criminality there be, is that in order to obtain Rs. 60,000 on the 31st May from Finlay, Scott, and Co., he represented to them that he had shipped 1,000 bales of cotton against the money which he had already drawn; and you will be told by Mr. Reid that unless he had believed or been led to believe by the prisoner, that these 1,000 bales of cotton, for which shipping documents had been received, had actually been shipped, the firm would not have made this further advance. Now, gentlemen, I shall prove to you that upon this 31st May not one single bale of the 1,000 bales for which the bill of lading and letter of consignment were granted, had been in fact on board the ship Teresa; nor up to this day has one single bale been shipped to answer those documents; and it will be for you to say whether the obtaining of Rs. 60,000, upon the pretence that these bales of cotton had actually been shipped, and were actually consigned to Baring Brothers, of Liverpool, against the Rs. 1,25,000 which had already been drawn, was such a proceeding on the part of the prisoner as to bring him within the meaning of the Indian Penal Code. Now, gentlemen, that offence is defined in the 415th section of the code, and I think it will be advisable to read that definition to you. It is in these terms:—"Whoever by deceiving any person fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes, or is likely to cause, damage or harm to that person in body, mind, reputation or property, is said to cheat." I think you will be of opinion that the course followed by the prisoner, when he obtained the Rs. 60,000 from Finlay, Scott and Co. on the 31st May, falls strongly within both branches of the definition of that section. There can be no doubt that Finlay, Scott, and Co. were deceived into the belief that these 1,000 bales of cotton were on board the ship, and there can be no doubt that, in consequence of their being so deceived, they were induced to deliver property to the extent of Rs. 60,000 to the prisoner; and there is also no doubt, I apprehend, that if that be so, Finlay, Scott, and Co. were induced to do that which they would not have done had they not been so deceived, namely, part with a cheque for Rs. 60,000 in favour of the prisoner, which they most certainly would not have done unless they had been deceived into the belief that the 1,000 bales of cotton, for which they held the shipping documents, were at that time on board the ship Teresa. But you must not suppose it is necessary that there should be an actual verbal representation by the one party to the other of the state of things, in order that the fact of deception may be proved. A man may deceive by acts as well as by words; a man may deceive as much by silence as by speech; and the proposition I lay before you is this—and which I have not the slightest doubt his Lordship will confirm—that, by submitting these shipping documents to Finlay, Scott, and Co. on the 31st May, under his proper signature—a signature which they well knew, and which they were able at once to recognise, and as to which they had not the slightest doubt—that by submitting these documents or allowing them to be submitted to Finlay, Scott, and Co., the prisoner intentionally deceived that firm into the belief that the cotton had been shipped, thereby inducing them to make him a further advance of Rs. 60,000. That I am not without warrant for what I have just said, I will show you by reading the explanation given in the 415th section of the code, as follows—"A dishonest concealment of facts is deception within the meaning of this section." Now, gentlemen, it is perfectly certain, I apprehend, beyond all manner of doubt, that if Cursondas Madhowdas knew at the time he forwarded these shipping documents to Finlay, Scott, and Co., that not a single one of these 1,000 bales of cotton was on board the ship Teresa, he concealed from Finlay, Scott, and Co. facts which it was important should be brought to their notice before they were asked to part with any more money, and that he dishonestly concealed these facts from their knowledge in order to obtain wrongful gain to himself in the form of a further advance of Rs. 60,000, which he got in the faith of a representation contained in documents under his hand, that these 1,000 bales were shipped in good order and well conditioned on board the ship Teresa, and that he had effected a consignment of these 1,000 bales to Baring Brothers in the terms of his letter. I apprehended that if you should be of opinion either that there was a direct dishonest misrepresentation on the part of the prisoner, or a dishonest concealment of facts on his part in regard to the real circumstances of the case, then, gentlemen, it will be your duty to find him guilty of the charge which has been brought against him. But the charge does not rest simply upon the facts of cheating. It has been thought necessary to charge the prisoner also with abetment of cheating. It may, perhaps, be contended on the part of the defence that a certain person at one time well known in Bombay was the principal in these transactions with Finlay, Scott, and Co., and that he it was who practised the dishonest representation, or the dishonest concealment of facts under which Finlay, Scott, and Co. were induced to part with Rs. 60,000. You will, of course, understand that I allude to the late Manockjee Shapoorjee Kaka, a man who was in partnership for a long period with the prisoner, with whom he had the most intimate business relations, and who is now dead, having died under circumstances which lead to a strong presumption that he felt his own conduct was not such as would bear investigation, and that he took himself out of this world in order to avoid punishment for his misdeeds here. Gentlemen, it may be that Manockjee Shapoorjee Kaka was a prime mover in these transactions, but that will not affect the guilt of the prisoner on the charges of abetment; and if, by his assistant, the prisoner at the bar enabled Manockjee Shapoorjee Kaka to practice this undoubted fraud upon Finlay, Scott, and Co., then, under the heads of charge under which the prisoner is indicted for abetment of cheating, it will be your duty to find him guilty, although you may not think he can be dealt with as a principal defender. Now, it is perfectly certain that but for the prisoner's signature to these two documents—the letter of consignment and the endorsement to the bill of lading—this advance could not have been obtained. No matter whether the signature were used by himself, by Manockjee Shapoorjee Kaka, or by any other person, yet it was by means of that signature that this advance was obtained. It cannot be pretended for one moment that the prisoner was at all unaware that this money had been so obtained upon his signature, because we find him on the same day that the advance was obtained signing a receipt for it, and, several days after assisting in carrying out the deception practised on Finlay, Scott, and Co. by obtaining insurances upon these imaginary bales, and forwarding the policies of insurance to Finlay, Scott, and Co. with his endorsement. Now, gentlemen, I ask you as men of the world, as reasonable men accustomed to deal with mercantile affairs, whether the signature to that receipt, the endorsement of these policies, could have been honestly or innocently affixed by the prisoner at the bar. I have told you, gentlemen, the prisoner not merely concurred in this fraud in the first instance by allowing documents under his signature to be submitted to Finlay, Scott, and Co. for the purpose of obtaining this advance, but assisted in the perpetration of the fraud subsequently by obtaining policies of insurance which he allowed to be forwarded—whether he did it himself or allowed them to be forwarded by others, makes no difference—to Finlay, Scott, and Co. You will remember, gentlemen, the burning of the Aurora, which occurred outside the fort of Bombay in June last, and very shortly after the news of that occurrence reached this place as you will also, no doubt, all remember, Manockjee Shapoorjee Kaka committed suicide. This, together with the advance of Rs. 60,000, made Finlay, Scott, & Co. naturally anxious with regard to the transactions in which they were concerned, and in which either Cursondas or Manockjee had an interest. They knew the intimate relations that had subsisted between them, and when the one was dead they very naturally went to the other in order to enquire how their transactions stood. On the night between the 27th and 28th of June last, Mr. Reid and his partner, Mr. Lang, went to see Cursondas Madhowdas at his bungalow at Malabar Hill, and they enquired whether things were all right with regard to this 1,000 bales of cotton. Cursondas then said to the two gentlemen, that not one of the 1,000 bales had been shipped, and he expressed his regret that he should have had anything to do with the deception which had been practised. It must therefore be perfectly clear to you, not merely from the inferences which as men of the world and men accustomed to deal with facts, you must irresistibly be compelled to draw, but from the admission made by the prisoner himself that he was aware of the deception and fraud that had been practised upon Finlay, Scott, and Co., on the 31st May, and that no step had been taken by him to remedy that fraud up to the day when he was challenged with it and expressed unavailing regret. That does not exonerate him from the criminal consequences of the conduct of which he has been guilty. It may be said to you, and no doubt will be said, that it was the intention of the prisoner, at the time that this advance was obtained and these documents subscribed or endorsed by him, to put 1,000 bales of cotton on board the Teresa before the ship left the harbour, and thereby satisfy his engagement with Finlay, Scott, and Co. But that is no more a defence to his conduct than it would be a defence to a boy who robbed his master and went to a horse race, hoping that by his luck in betting at races he would get money enough to return the abstracted coin to the till before the accounts were made up at night. The intention of the prisoner is no more a defence to him than that. The money is not replaced, and the consequence is that the fraud is discovered. Here the fraud is discovered and the goods are not forthcoming. The cases are entirely parallel, and I have selected a simple instance because it will bring to your minds more clearly, and satisfy you more fully, that good intention is no defence to actual fraud. That something may be done to remedy a fraud is no defence to the commission of a fraud. And here you will have it proved that Cursondas not only by his acts, but by his words, admitted his cognizance of the fraud which had been practised, and that to this day Finlay, Scott, and Co. have actually suffered that loss of property which is necessary to complete the definition of cheating under the Penal Code. They have got neither one pie of the money nor one ounce of the cotton representing the 1,000 bales upon the strength of the shipment of which they made that advance of Rs. 60,000. These are shortly the facts of the case, and I do not think I need trouble you with any further observations. What you will have to determine lies in a very narrow compass, and what you will chiefly have to consider will be to apply the provisions of the Penal Code to the facts which will be brought forward. If you should be of opinion, upon the facts, that the prisoner was an active perpetrator of this fraud, then you will, I apprehend, have little doubt that, if the facts are proved, as I am instructed they will be proved, he is guilty of the principal offence of cheating. If you are of opinion that he merely lent his signature in order to the perpetration of this fraud, then you will have, I apprehend, as little difficulty in finding him guilty of the charges which are collected under the head of abetment of cheating—that by his co-operation and assistance fraud was rendered capable of being practised by some other person upon Messrs. Finlay, Scott, & Co. And, gentlemen, there is, of course, another point of view of which I am sure you will not lose sight, and that is that if the evidence discloses such a preponderance of reasonable doubt on behalf of the prisoner as to induce you to acquit him, you will bear that in mind and act accordingly. But in a case like this, which no doubt excites a great deal of interest, some portion of which has made itself felt in your communication with the world before you entered into that box. All that you must disregard, paying attention only to the evidence, and you must be satisfied that that evidence constitutes such a reasonable doubt in your minds as to induce you to find the prisoner not guilty. Otherwise, it will be a duty you owe to yourselves, no less than to the community at large, to find him guilty. In conclusion, gentlemen, I must say that I am deeply sorry—and I am sure the same feeling must prevail in your minds—that a man so respected as Cursondas Madhowdas has been for many years, should be found in such an unfortunate position.

MR. W. VALENTINE REID.

By the Advocate General—I am a partner of the firm of Finlay, Scott and Co., Bombay. I know the prisoner Cursondas Madhowdas. I have been acquainted with him three or four years. He had business transactions with my firm. In the month of May last he applied to me for an advance against cotton. On one occasion he saw me personally in respect of that advance. He stated that he was to make a shipment of about 2,000 bales of cotton, and he wished at that time to take advantage of the low rate of exchange. It was arranged in conversation that I was to draw bills for the next mail to the extent of two lakhs, against cotton at the rate of £12 per bale. In consequence of that arrangement, bills, were drawn for £20,000 by Cursondas Madhowdas on Baring Brothers, Liverpool, our English correspondents and endorsed by Finlay, Scott and Co. These bills were sold—£10,000 to the Oriental Bank, and £10,000 to the National Bank—and the proceeds were received by Finlay, Scott and Co., and held to the credit of Cursondas Madhowdas. We first paid a lakh of rupees from the proceeds of these bills to Cursondas. This receipt, now shown me, (dated 16th May for one lakh) bears his signature. A previous advance of Rs. 25,000 had been advanced to him previous to the sale of the bills, and then we credited him with the amount, he had been previously debited with that Rs. 25,000. That made Rs. 1,25,000, for which he was credited from the proceeds of these bills. The one lakh was paid by sending a cheque to him. He had not applied personally to us for that money, it was applied for by Manockjee Shapoorjee Kaka. Manockjee was our consignment broker, through whom the consignment was arranged, and on previous occasions had done business between our firm and Cursondas, not frequently since February last. Up to February Cursondas and Manockjee were partners. According to the arrangement made between us, cotton to the extent of about 1,000 bales ought have been shipped to cover the advance of Rs. 1,25,000. They ought to have been shipped within about a fortnight from the sale of the bills. An application was made for a further advance between the 16th and the end of the month. One or two applications were made by Manockjee Kaka. I refused until I got the documents for the other advances. By "documents" I mean the bill of lading for the cotton and the policies of insurance—the latter not necessarily at once. On 31st May a set of three bills of lading were brought to us and a consignment letter. Those now shown are the documents; the bill of lading is endorsed and the letter of consignment signed by Cursondas. On the day that bill of lading was received, a further advance of Rs. 60,000 was made by a cheque on the Oriental Bank. (The cheque of 31st May was here produced and identified.) The cheque is signed by me. I do not remember into whose hands I gave it. I got this receipt, now produced, for the cheque; it bears the same date, and is signed by Cursondas. I was informed in the forenoon by Manockjee that we would receive a bill of lading for 1,000 bales of cotton. It was on the promise to receive that bill of lading in the afternoon that I made the further advance of Rs. 60,000. I believed that bill of lading to be genuine. I don't know that the indorsement by Cursondas had anything to do with the making of the advance. I don't know that I examined the bill; when I say I received it, I mean the firm did so. The three policies of insurance, now shown me, were received by our firm. All are signed by Cursondas and refer to the bales of cotton said to be shipped on board the Teresa. I think they were received for the mail subsequent to the one for which the bills of lading were received. Manockjee Shapoorjee Kaka committed suicide on the night of the 27th June. On my hearing the news I went to Manockjee's house, and on hearing that he was dead, went to Cursondas's house. My partner, Mr. Lang, was with me when I went to the latter. I found the prisoner at his house. I told him we had just returned from the house of Manockjee Shapoorjee Kaka and that a statement had been made there which made us doubt whether his cotton had been shipped on board the Teresa. We had no other cotton of his in the Teresa, except these 1,000 bales. He then confessed that the cotton was not shipped, and he expressed his regret at having deceived us into the belief that it was shipped. On the afternoon of the 28th June I laid an information in the Police Court against Cursondas.

By Mr. Ferguson—Cursondas has always been a large shipper, I suppose one of the largest in Bombay. His business transactions with our firm have been very large. For two years he was our guarantee broker as a partner with Manockjee Shapoorjee Kaka. For the six months ending December 1869 they guaranteed shipments to our firm to the extent of 86 lakhs, and for two months of the present year guaranteed additional shipments to the extent of 23 lakhs. Cursondas himself shipped large consignments through our firm last year, and also cotton and opium this year. I always had a very high opinion of him. I placed the most implicit faith in his word and integrity. I believe he was a Justice of the Peace for the town of Bombay. I don't know if he is a Fellow of the Bombay University. We never had reason to complain of the quality of the cotton shipped through the firm by Cursondas. That night when I called at his house he said he had large contracts with people to supply cotton to him. I know a broker named Narrondas Purshotumdas. I had sent for him to explain a circumstance connected with our own business, and he then mentioned that he had a contract to supply Cursondas with cotton. I don't recollect that he mentioned the amount as 3,200—I believe Narrondas's firm is a very respectable one.

Mr. Ferguson—Do you remember that Cursondas's name was mentioned in the Aurora case?

The Advocate General—I beg my learned friend's pardon, but unless Mr. Reid was present at the examination he cannot give evidence on that point.

Witness—I don't recollect it. If you refresh my memory I may. As a matter of fact Cursondas and Manockjee Kaka attended at our office with regard to the Aurora business. He satisfied us that his consignments of cotton by the Aurora were all of good quality. Mr. Stewart and myself were there as members of the committee of underwriters, and Mr. Keir as the solicitor. I believe his credit was materially injured by his supposed connection with that Aurora business.

Mr. Ferguson—Do you know it is by no means uncommon in Bombay for bills of lading to be signed before the cotton is actually shipped?

Witness—It has come to my knowledge of late that it is by no means uncommon.

The Judge—What do you mean by "of late?"

Witness—Since the Aurora frauds case.

Mr. Ferguson—Do you mean it has come to your knowledge since then?

Witness—Yes. It has been a common practice, of course, for bills of lading to be signed for part shipments.

The Judge—Do I understand you to say it has come to your knowledge since the Aurora case that it has been the practice to sign bills of lading for a part?

Witness—No; it has come to my knowledge since the Aurora case that bills of lading had been signed when none was on board. Previous to that I was aware it was the practice for bills of lading to be signed when a portion of shipments were completed.

Mr. Ferguson—The object of it, I suppose, is for the reason you mentioned it would be to obtain a favourable rate of exchange at the time the bills were signed?

Witness—No; I don't know that that was the reason. The reason, I believe, has been to facilitate business. It is a thing that occurs in the busy season in Bombay.

Mr. Ferguson—It has been done in highly respectable, I may say eminent, mercantile houses?

Witness—Yes.

Mr. Ferguson—Your house has done it, has it not?

Witness—Yes.

Mr. Ferguson—And that on more than one occasion?

Witness—Yes. The receipt that has been shown me for a lakh of rupees is in the ordinary lithographed form, so also is the letter of advice to Baring Brothers. The latter is the same as we invariably require to be signed on getting bills of lading.

The Advocate General—You say your firm has got bills of lading signed when part shipments had been made?

Witness—Yes.

Mr. Ferguson—I think may learned friend has put the question in another way.

The Advocate General—I beg pardon; I am reading from my notes.

Mr. Ferguson—As I understood the answer it was that Mr. Reid said since this affair it has come to his knowledge that it was contantly done in Bombay.

The Judge—*What* was frequently done?

Mr. Ferguson—Bills of lading were signed by the firms before shipment.

The Judge—He could not have said that; the bills of lading are signed by the captain.

Mr. Ferguson—I would ask your Lordship to ask Mr. Reid.

The Advocate General—Mr. Reid by my notes said—"It has been the practice to sign on part shipments. It is to facilitate business. We have done it on more than one occasion."

The Judge—What do you mean, Mr. Reid, by saying "Our house has done it on more than one occasion?"

The Advocate General—I am to ask a question which I am entitled to put.

Mr. Ferguson—If that answer is broken down, I must ask leave to put some more questions.

The Advocate General—And I object to my learned friend renewing his cross-examination.

The Judge—I have it down—"It has come to my knowledge since the Aurora case that it has been the practice to sign bills of lading in cases where no cotton has been shipped. Previous to that I was aware that it was the practice to sign when only a part was on board ship. The reason is to facilitate business." Then Mr. Ferguson asked "your house has done it"—(without saying what)—and Mr. Reid said—"It has been done by respectable firms; our house has done it on more than one occasion."

By the Advocate General—Now, Mr. Reid, an objection has been taken to my note of your answer, and it turns out his Lordship has exactly the same answer as I have. You say your house has had bills of lading signed on part shipment?—A. Yes.

Q. Have you ever to your knowledge had bills of lading signed where none of the cotton was on board?—A. Never; never for ourselves.

Q. Have your ever known it done by any respectable firm in Bombay—to procure bills of lading with the knowledge that no cotton was on board for those bills of lading?—A. I have never known of a European firm doing so; it has come to my knowledge lately as to native shippers.

Q. I am speaking now of previously to the Aurora business. Have you ever known of a European firm getting bills of lading signed with the knowledge that there was no cotton on board for these bills of lading?—A. Never.

Q. In cases where bills of lading have been signed on part shipment in connection with your own business, has the cotton always been forthcoming—put on board?—A. The cotton has always been in course of shipment.

Q. When you say "in course of shipment," what am I to understand?—A. Alongside the ship, in the harbour or just about to be shipped, or in the screw.

Mr. Ferguson—Would your Lordship put the question as to what is meant by the witness when he says—"We have never for ourselves had bills of lading signed when no cotton was on board?" Your Lordship will see the learned Advocate General has left it unexplained.

The Judge read the answer, and asked witness what it meant.

Witness—It has come to my knowledge since the information was laid in the Police Office that my firm gave a guarantee last year for the shipment of some cotton, none of which was on board at the time. It was for four, five, or six different native shippers; I can't recollect their names. The guarantee was procured from us by Manockjee Shapoorjee Kaka.

MR. WALTER LANG.

By Mr. Farran—I am a partner in the firm of Finlay, Scott and Co. I know Cursondas Madhowdas. I recollect the day when Manockjee Shapoorjee Kaka committed suicide. On the night of that day I accompanied Mr. Reid to the house of the prisoner, and saw the latter there. A conversation took place between them. After referring to the suicide, Mr. Reid asked Cursondas if the shipment by the Teresa had been completed, and he said none of it had been so. That was the shipment of 1,000 bales. Mr. Reid, when he heard no cotton had been shipped, said it was regular fraud or deceit, or words to that effect. Cursondas said he was very sorry he had deceived Finlay, Scott and Co., or words to that effect.

By Mr. Ferguson—I think it was between twelve and one when we went to the house of Cursondas. We had heard of the suicide of Manockjee. Cursondas had heard of it before we went to him. Mr. Reid had gone first to Manockjee's alone, and I then went with him to Cursondas's. All advances made by us on native consignments were guaranteed by Manockjee. Cursondas ceased to be the guarantee broker of our firm in company with Manockjee on the 18th February. He did so at his own desire; we had no fault to find with him. I was in India in October last. I believe our firm in October 1869 guaranteed a shipment of 1,050 bales of cotton to Stearns, Hobart and Co. by the Magdala. I think it is very possible that none of these bales were put on board the Magdala, but I have not looked into the matter myself.

By the Advocate General—I have ascertained by enquiry that the 1,050 bales intended for the Magdala were afterwards sent by the Krishna. No misunderstanding arose from that; the transfer of the shipment was arranged by agreement between the parties.

R. B. ROBERTSON.

By the Advocate General—I was chief officer of the Teresa, and Marcus Beresford Brown was master of that ship. The bill of lading, now shown me, is signed by the captain; it is for 1,000 bales. I have seen none of the bales bearing the mark hereon on board the ship. No bales of cotton could have been shipped while I was on board without my seeing them. I left the ship on the 18th August. The book now shown me is the cargo book of the Teresa. It was kept by me from the 9th to the 24th June, and bears the number of the bales and their marks during that time. No bales bearing the marks in the bill of lading are entered here.

By Mr. Ferguson—I can't say if Cursondas Madhowdas has shipped 1,400 bales of cotton on board the Teresa, but I believe he has shipped a good number with marks other than those on this bill of lading.

By the Advocate General—So far as my knowledge goes, Cursondas Madhowdas has not shipped on board the Teresa any bales of cotton to answer this bill of lading.

NOWROJEE CURSETJEE.

By the Advocate General—I am a clerk in the shroff's department of the Oriental Bank. I have seen the cheque produced for Rs. 60,000. I paid the amount mentioned thereon to a sepoy named Appa Atmaram.

CHARLES FORCK.

By Mr. Farran—I was second officer on board the ship Teresa when she commenced to load on the 12th May last, I took in the cargo of the ship from that date until the 8th June, during which time I kept the cargo book. Between the 12th May and the 8th June no bales of cotton bearing the marks of the bill of lading were put on board. I left the ship on the 18th of August, but I did not keep the cargo book after the 8th June.

By Mr. Ferguson—I do not know how much cotton had been shipped on board the Teresa by Cursondas Madhowdas, but I know that a large quantity came.

By the Advocate General—The bales shipped by Cursondas did not bear the marks mentioned in the bill of lading.

HEERJEEBHOY ASPANDIARJEE.

By the Advocate General—I was a clerk to Manockjee Shapoorjee Kaka. His office was in the same building as the office of Finlay, Scott and Co. The bill of lading now shown me was brought to me on 31st May last, and it then bore the same endorsement as now—that of Cursondas Madhowdas. Soonderjee Shamjee brought that to me. Soonderjee Shamjee is a freight broker. He had nothing to do with the Teresa so far as I am aware. I suppose he brought the bill of lading, because he was the broker employed by Cursondas. I believe he had been employed by Cursondas previously. I showed the bill of lading to Manockjee Shapoorjee, and he bade me to prepare a consignment letter, and I did so. The one now shown me is the letter. I sent it to Cursondas Madhowdas by a sepoy. I afterwards received the letter back from that person, and it then bore the signature of Cursondas. I next sent it, with the bill of lading, to the office of Finlay, Scott and Co., by a sepoy. I know a sepoy in the service of Cursondas named Appa Atmaram. I have not seen him lately.

By Mr. Ferguson—As clerk to Manockjee Kaka I was acquainted with the course of business in the office of Finlay, Scott and Co. as to the department I managed—the consignment. I know they often granted guarantee letters for cotton bills for which bills of lading were signed before the cotton was on board. I have got such guarantee letters signed, and then got the shipper to sign the letter of advice. These I handed to Finlay, Scott, and Co., who forwarded them to their agents. In some instances Finlay, Scott and Co., forwarded these, knowing there was no cotton on board. I remember Manockjee Kaka obtaining bills of lading for 1,050 bales to be shipped by the Magdala on guarantee letters signed before the cotton was on board. I remember getting the bills of lading, and there was no cotton then on board the Magdala. The cotton was not shipped till a month after, and then it was not by the Magdala. I remember bills of lading being signed for a shipment of cotton purporting to be on board the Royal Alice; they were signed on a guarantee letter being given to Owen, Okell and Co. by Finlay, Scott and Co. There was no cotton on board when they were signed, and as a matter of fact there was no cotton shipped for about three weeks after the bills of lading were signed.

By the Advocate General—I think a portion of the cotton was alongside the Royal Alice when the bills of lading were signed, and the rest was alongside. The cotton that ought to have gone by the Magdala was afterwards shipped by the Krishna. At the time that affair of the Magdala was going on, Mr. Maxwell was senior partner and manager of the firm of Finlay, Scott and Co. in Bombay. I don't know that he was very angry with Manockjee Shapoorjee with reference to that cotton, but I know he insisted on the shipment being made. With the exception of these two cases, I have never known Finlay, Scott and Co. give guarantees for cotton except when part of the cotton was on board and the rest in course of shipment.

MR. A. C. GUMPERT.

By the Advocate General—My firm is agent for the Dresden Marine Insurance Company. The policy of insurance now shown me was granted by my firm. It is on 1,000 bales of cotton marked B. N. B.S. for Rs. 80,000 to Cursondas Madhowdas. That policy was issued on the 4th June. The broker engaged in that was Soonderjee Shamjee. He had not been to me on previous occasions to negotiate policies of insurance on behalf of Cursondas Madhowdas.

E. J. GODINHO.

By Mr. Farran—I am employed in the office of Messrs. Lyon Brothers and Co. They are agents for the Marine Insurance Company. The policy now shown me was issued by them on 9th June, first to Bala Vizbookhundas, afterwards altered to Cursondas Madhowdas. The amount is Rs. 40,000 as part insurance of 1,000 bales of cotton on board the Teresa.

KEEREBAE DAMODHUR.

By the Advocate General—I am a clerk to Messrs. Nicol and Co. They are agents in Bombay for the North China Insurance Company. The policy now shown me was granted by them to Cursondas Madhowdas on 17th June for £5,000, part insurance of 1,000 bales on board the Teresa marked B. N. B. S., Soonderjee Shamjee took out the policy.

CAPTAIN WILLIAM BLACKSTOCK.

By the Advocate General—I am at present master of the ship Teresa. I took charge on the 8th July. Since that date no bales of cotton have been put on board to answer the bill of lading now shown me.

RUTTONJEE CURSETJEE.

By the Advocate General—I am a dubash, partner in the firm of C[illegible]setjee Muncherjee's Sons. My firm acted as the dubashes for the Teresa. I knew Mr. Brown, the master of that ship, and one Soonderjee Shamjee, a freight broker. He chartered the ship through Elmstone and Whitwell, and was in the practice of coming almost daily to my office. I remember him coming on one occasion when Brown, the master of the Teresa, was there. On that occasion I accompanied Soonderjee and Brown to Cursondas's office. Cursondas was sitting at a desk. Soonderjee and Brown sat there. I stood at some distance from them. Some conversation took place between them, but I did not hear it, as I was at some distance from them. He chartered the Teresa as a speculation; brokers always do so. The ship was chartered at £1-10 per ton; Cursondas was to pay more than £1-10 per ton. He engaged space for 2,800, and shipped 1,400 bales.

By the Advocate General—I know that from what Soonderjee told me.

This closed the case for the prosecution.

ADDRESS FOR THE DEFENCE.

Mr. Ferguson then addressed the jury—It now becomes my duty, he said, to address you on behalf of Cursondas Madhowdas, and before proceeding to apply myself to answer the case that has been presented before you for the prosecution, I would desire to ask you, gentlemen, to dismiss entirely from your minds every circumstance which is connected with this case, or which you have heard before you entered that jury-box to-day. I would ask you, gentlemen, so far as you can to forget every circumstance which was happened within Bombay within the last two or three months, because, gentlemen, in that way, and in that way only, can you arrive at a clear and impartial judgment upon the facts that have been laid before you. I feel well assured on looking to you that you will, as far as you are able, dismiss from your mind everything connected with the case which you heard before you took your seats in that box. Now, gentlemen, the charges against Cursondas Madhowdas are first those of cheating, and these are framed under two sections of the Penal Code; they simply ring the changes on cheating. Cheating under the Penal Code, as under every other system of law which I believe is known, consists in deceiving a person, and in consequence of that deceit fraudulently or dishonestly inducing a person to part with property or do other things of that nature. The whole gist of the offence of cheating, the very essence of the offence as construed is the dishonesty, and without fraud, without dishonesty, it is not cheating; so that what you have to consider is this—whether or not Cursondas Madhowdas, when this money was advanced to him, got that money advanced dishonestly and fraudulently. Did he at the time the money was advanced intend to defraud? That, gentlemen, is the question; the intention of dishonesty is the question—"dishonesty," is the word. Did he intend to defraud at the time this advance was made by Finlay, Scott and Co., because if the facts are, or the presumption is, such as to lead you to believe he did not intend to defraud, then it will be your duty to say he is not guilty of the charge which is brought against him. The fact of a man deceiving a person and leading a person to assume a state of facts which are not the facts is not cheating, unless that is done with a dishonest intention. Dishonest intention is the sole, the only test on which you are to decide the charge as it has been made. I think you will recollect that during the progress of the case it has slipped away from the fingers of my learned friend the Advocate General and his learned junior. They opened strongly, and stated a most compact case for your consideration. The Advocate General said that if a little boy went to a till and took out money intending on a chance of luck turning in his favour to put it in again that that was cheating, but if he had said it was the practice of little boys to go to the till for money that would give a very different aspect to the case. The Advocate General put that illustration before you, but I think it will be patent to all of you that the case put by him does not at all bear upon this question. Now it was said, and very truly so, that the whole of the case against Cursondas Madhowdas lies in very small compass; in fact, it lies altogether in the evidence of Mr. Reid and Mr. Lang. Mr. Reid's evidence fell away very much from the evidence which I was led to expect, and which I believe you were led to expect it would be from the opening of the Advocate General. We hear that at the time this Rs. 60,000 was advanced, it was advanced, not upon the bill of lading being shown, but upon the promise that the bill of lading would be given in to the firm that afternoon. That, gentlemen, goes to show the implicit trust and confidence that existed in the minds of the firm of Finlay, Scott and Co. with regard to Cursondas Madhowdas; and you will likewise remember there had been an advance of Rs. 1,00,000 and another of Rs. 25,000 to him on no security whatever, except his bare receipt for it. In addition to that you will remember that Mr. Reid himself said that the transactions that had taken place between his firm and Cursondas Madhowdas for some considerable time prior to this business had been enormous, extending, I belive, in six months in one year to as much as upwards of 85 lakhs, and, in two months of another year, upwards of 23 lakhs. He likewise stated he had been upwards of two years, or thereabouts, the guarantee broker with Manockjee Shapoorjee Kaka of all consignments shipped by them through native firms. Gentlemen, in addition to that I will ask you to remember that Cursondas Madhowdas, as Mr. Reid told you, has occupied a position of very considerable importance in Bombay,—that he has been one of the very largest native shippers, that he has been selected by the Government of Bombay to be a Justice of the Peace for the town and island of Bombay and in addition to that though Mr. Reid did not seem to know it, he is a Fellow of the Bombay University. Gentlemen, I lay all these facts before you that you may take them into consideration in coming to a conclusion as to what were the probabilities of the intention of Cursondas Madhowdas at the time he obtained this advance of Rs. 60,000 from Finlay, Scott and Co. It is all-important. Though the law is no respector of persons, still where you have to consider a case against a man where intention forms the gist of his crime, it is most important for you to consider the position of the man and what he was likely to do. It is not likely he would have absconded, so that it is important to consider the probabilities of his intention and to consider his position. Now, first of all, his position renders it extremely improbable that he did not intend on the 31st May, when he obtained the advance to ship 1,000 bales of cotton. But, in addition, you have much stronger evidence; you have it proved beyond the shadow of a doubt that he did then intend to ship every bale of that number. It is most important, in considering his intention to ship the cotton, to consider what steps the man had taken to put himself in a way to carry out the promise—the contract he had entered into—because if at the time he got this money he fully intended to ship the cotton and afterwards did not do so he would be amenable no doubt to civil law, and liable to Finlay, Scott and Co. for every penny of the morey advanced, but if he intended to ship it, he would not, I submit, be amenable to criminal law. Now on what are you to arrive at a conclusion as to what his intentions were? We hear from Mr. Reid that he has since discovered, though he did not know at the time, that Cursondas Madhowdas had made extensive contracts with cotton merchants up-country for a supply of a large quantity of cotton—(you hear also that on board this ship he had shipped a large number of bales of cotton)—which shows that he had taken precautions, and was at that time in a position to put on board every bale of cotton mentioned in the bills of lading. And in addition to that you have a much stronger fact—you have the fact that he had taken on board the Teresa shipping space for the exact number of bales sufficient with those already on board to cover those which the bills of lading said he had shipped,—so that the whole of the case, so far as it goes, goes to show that his intention on the 31st May was not dishonest, was not with an intention to defraud, but that he at that time did intend to ship every one of these 1,000 bales of cotton—and it is with that day, and that day alone, that you have to do. If you find his intention on that day was not dishonest, and that he did not intend to defraud, your verdict must be one of not guilty——

The Advocate General—I do not wish to interrupt, but I must remark that my learned friend is not correctly laying down the law. I wish my learned friend not to go to the jury under a disadvantage. I might reserve my remarks, but I think it more convenient to make this statement at the present stage.

Mr. Ferguson—I object to the prosecution interrupting me in this way. If I am misstating the law, addressing the jury under a misconception of the law which I have yet to learn, his Lordship I have no doubt will tell the jury so.

The Judge—I shall attempt to expound the law, Mr. Scoble.

Mr. Ferguson—What I say, gentlemen, is that unless Cursondas's intention appears to you to have been to get this money with dishonest intent and fraudulently, your verdict must be one of not guilty. I said before I was interrupted, and I say it again, the whole gist of the charge is dishonest intention, and without that there can be no crime under this section of the Penal Code. Now, to proceed, there is another point which shows the *bona fides* of the intention of Cursondas. Most of you well know that to obtain an advance it is necessary to produce the bill of lading; that would be sufficient for all intents and purposes, though Mr. Reid tells you the policies of insurance would have to be produced in due course. Now, here we find Cursondas Madhowdas procuring the policies of insurance, and surely that is a further proof of his *bona fides*, his intention to ship every bale of cotton for which bills of lading had been signed. Gentlemen, the case has altered very much from the complexion it had in the opening. The case has fallen away from the case stated by my learned friend who would have had you to believe that the practice of signing bills of lading before the cotton was actually on board was altogether unknown——

The Advocate General—I did not say a word of that. My learned friend cannot be allowed to misstate what I said to the jury. I said nothing as to the practice to the jury.

Mr. Ferguson—I said the case had fallen away, and I believe you said that,—but it's not customary to interrupt a gentleman addressing the jury.

The Advocate General—My Lord, it is my duty to interrupt if my learned friend misstates the law or the facts.

Mr. Ferguson—I am stating the case, and your Lordship will interrupt me, I am sure, if I am misstating the law. Gentlemen, we have heard nothing whatever from the Advocate General as to this practice, and I appeal to you to entirely forget everything you have heard outside that jury-box in Bombay, that would lead you to suppose that to get bills of lading in advance, and get advances on them was in itself a badge of fraud. What do we hear to-day? We hear that has been often done——

The Judge—I beg your pardon; no witness said an advance was got. It was said the bill of lading was signed in advance, but not that any advance was got on it.

Mr. Ferguson—Mr. Reid says himself he has guaranteed cotton when not a single bale was on board. Now his Lordship has told me nothing was said as to getting an advance. I put it to you as my learned friend did, to you as men of the world, what could be the object of getting bills of lading in hand at all unless to get advances on them. The only use of the bill of lading is to get an advance on it and that is why gentlemen are so anxious to get that signed. Mr. Reid tell us it is to facilitate business, and there cannot be a question it is to take advantage of a favourable rate of exchange. That being so, this practice having been established as carried on not only in Bombay but even in the office of the gentlemen who at all events set this affair in motion, Finlay Scott & Co., are they to turn round on Cursondas Madhowdas who was their own broker, who knew the practice, and say "Here you are; you have done this; you have obtained this advance on bills of lading where the cotton was not shipped; you have done this, we shall put you in the criminal court." Where did he learn that practice? In the office, I say, of Finlay, Scott & Co. Mr. Reid tells us they have signed a guarantee in respect of cotton to be shipped by the Magdala, whereas in truth and in fact there was not a single bale shipped by the Magdala but it went on board the Krishna. My learned friend the Advocate General attempted to get out of that by saying it was another steamer of Stearns, Hobart & Co.'s, but he forgot there was a month's time between the time of signing the bills of lading and the time the cotton was actually on board the Krishna. This, gentlemen, was clearly a case of a guarantee being given by Finlay, Scott & Co. for bills of lading signed when they knew not one single bale of cotton was on board. Then you have another instance in the case of the Royal Alice. There was not a single bale on board, but it was in course of shipment, some alongside and some in the screws. Then it has been attempted to be shown that though the practice is common and frequent in Bombay to sign bills of lading before all the cotton is on board, still it is almost invariably the rule that these were signed after some of the cotton is actually on board. Gentlemen, assuming that is the practice, how can you draw the line of demarcation between guilt and innocence?—when it is allowed to be a practice which the world and Bombay holds is not criminal when five bales are on board, though it is very criminal when a man has cotton on the way to Bombay and is actually shipping cotton by the same ship for cotton? Once allow that it is the practice to sign bills of lading in respect of cotton which is not actually shipped, and I say it is not in the mouth of the man who allows that to turn round on another and say "In this instance there was none on board and therefore you have cheated." That amounts entirely to what was done in this present case. Now the prosecution I presume felt the weakness of their case and they have laboured it by showing that since that time no cotton has been put on board. Well, gentlemen, it must have struck you, as it struck me, as almost an absurdity to labour that point, because it must be patent how it was that Cursondas Madhowdas did not ship that cotton. His name was mentioned in connection with the Aurora case; immediately the hue and cry was raised about that the cotton brokers got shy and refused to carry out the contracts—it was then put out of his power to ship that cotton on board the Teresa. But you have heard that Messrs. Stewart, Reid and Keir, the former two on behalf of the underwriters, and Mr. Keir as their solicitor, had him before them and satisfied themselves that the connection of Cursondas with the Aurora was a straightforward *bona fide* transaction, that every bale on board the Aurora was good cotton, and therefore the stories that got abroad about him were entirely without foundation. But, gentlemen, the mischief was then done; these stories had got abroad. Then we come at about this time to the breaking out of the war in Europe the panic in Bombay and last the suicide of Manockjee Shapoorjee Kaka. I ask whether on this evidence you think if Manockjee Shapoorjee Kaka, who had guaranteed this shipment of cotton, had not committed suicide you would ever have heard a single word of this case in a criminal court? That was, I say, the reason you have heard of it. You have the stopping of the credit of Cursondas. Nothing is done then; but these two gentlemen hear of the suicide and in half an hour from that time, in the middle of the night, they get up, or go to his bungalow and that of Cursondas; and you see the clear tendency of these facts, and I ask if you do not agree with me—I ask, if Manockjee Kaka who had guaranteed the cotton had not committed suicide you would ever have heard a single word of this case in a criminal court? Cursondas is in his house, and what does he say? Mr. Reid says "You have not shipped this cotton?" Cursondas says "I have not;" there is no mincing the matter. Mr. Lang supplies the next phrase; Mr. Lang says Mr. Reid said "This is a regular fraud" and then Cursondass says "I am sorry if I have deceived you." But the conduct of the man I think is entirely consistent with the view of the case I take, and which I believe almost every one of you in that box takes. Whether they were aware the cotton was not shipped I cannot say, but they must have known from the prevalence of the custom in their own office that that was probable, and the probability is they would never have known whether it was not all shipped and would not have taken the trouble to enquire if the suicide had not taken place. These are really the whole facts of the case I have to deal with. The real question is for you to say, and I say so with the very greatest deference to my learned friend the Advocate General if he and I take different views of what is the meaning of the section regarding cheating in the Penal Code. I shall read that section to you, and his Lordship will no doubt draw attention to it. Cheating is defined in section 415 of the Penal Code in this way:—"Whoever by deceiving any person fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property or intentionally induces the person so deceived to do, or omit to do, anything which he would not do, or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to cheat." These, gentlemen, are the words of the Penal Code. From the beginning to the end of that section cheating is governed by the words "fraudulently or dishonestly." If you go and deceive a man by telling a lie not intending to deceive, not intending to deal with him fraudulently and dishonestly, then I say you could not be guilty of any crime under the Code. Then you may say, "What to the definition of dishonesty?" The Code does not leave us in the dark:—it defines that in the clearest possible language. It only allows one thing to be dishonest; a person is said to do a thing fradulently, if he does that thing with intent to defraud, but not otherwise, and this dishonesty is an intention to cause wrongful gain. So the definition of one and the other is precisely the same—it is what is done with intent to defraud and not otherwise: and so the whole thing lies in a nutshell. You have to say, was this done on the 31st May—were these bills of lading given and the money obtained with intent to defraud? If you say it was not with intent to defraud,—if you say the evidence is that he fully intended to ship the cotton,—then I say again, and say it with all deference to the Advocate General, who differs from me on the law, it will be your duty to say the prisoner is not guilty on the charge of cheating. The whole question is the intention, and that you must infer from the facts, and the facts you have to judge from are the position of this man, the enormous dealings of this man. He knew the practice was a recognized one, at all events in the office of Finlay, Scott and Co., he had taken shipping room for 2,830 bales, he had large contracts with dealers up-country, some cotton was actually in course of being shipped on board the Teresa (for 1,400 bales were shipped), and lastly he took out policies of insurance for this cotton. Mr. Reid tells you the policies of insurance had nothing whatsoever to do with the advances upon these bills. The bills of lading alone were all he required, and the taking of the policies of insurance, so far from being a fact for the prosecution, is the very fact on which I rely to prove that it was the intention of Cursondas Madhowdas to carry out his contract to ship the 1,000 bales of cotton on board the Teresa, and if you find that that was his intention on the 31st May then your verdict on the charge of cheating must be one of not guilty. Everything that happened after that is I say of no value to show his intention. His credit failed and he could not get cotton, and then came the act of Finlay, Scott & Co., who put it out of his power, at all events then, to fulfil his promise, supposing his credit was restored when it was seen he was not connected with this Aurora business. Their act of laying the information and putting him in prison put it beyond his power for many a long year to carry out the intention he had formed on the 31st May. Anything after that you will not consider but only his intention that day, and looking to all the facts that I press on your notice I think that every one will come to the same conclusion as I did before I heard this evidence, and I state it to you for as much as it is worth—that it is clear on the face of this evidence that that man did not intend that day to do the act he did fraudulently and dishonestly. Gentlemen, there were these other charges flashed upon us this morning; the mountains were in labour and a ridiculous mouse certainly was brought forth There are charges of abetting a person unknown. It may have been Manockjee Shapoorjee Kaka. But there is no evidence to show that the money went to anybody but Cursondas himself. Beyond the fact that Cursondass was between Finlay, Scott & Co. and Manockjee Kaka there is not a tittle of evidence that he abetted any one, so that the only charge is the one with regard to cheating, and it is for you to say if there was any intention of cheating, and if you have not already come to that conclusion,—I say if you look to the case and give it that impartial, cool analysation which I am sure you will do,—you will come to the conclusion that this man is not guilty of this charge, and will likewise come to the conclusion that I did on reading the evidence—that he was innocent of the charge of dishonestly and as guileless of any intention of fraud as the most honourable man among us on this 31st May—as guileless as any man, be his nationality what it may.

The Advocate General.—With reference to the law——

Mr. Ferguson—I object to that. I did nothing more than speak on the law as stated by my learned friend—I quoted no cases and he has no right to reply except on cases.

The Advocate General—I can reply if I choose, but I do not choose to exercise that right.

Mr. Ferguson—I submit that the Advocate General has not the right which only the Attorney General has, nor has the acting Advocate General.

The Judge—The acting Advocate General is just the same as the Advocate General.

Mr. Ferguson—Letting that pass, I say the Advocate General has not the same power as the Attorney General. I have never seen it exercised; and so strict is the law at home that counsel even conducting a case for the Attorney. General has not the right the Attorney General himself has I have only stated a section; I have not quoted a case, and therefore I submit the Advocate General has no right of reply.

The Advocate General—My learned friend has quoted a section and put to the jury a construction of the law opposed to all the authorities——

Mr. Ferguson—I must ask your Lordship not to allow the Advocate General to proceed.

The Judge—I think I must hear the Advocate General on the law.

The Advocate General then referred to the following passage at page 280 of Mr. Mayne's work and handed the case of Regina *vs* Naylor up to his Lordship—"Under the present code the test is the honesty of the means by which the change of possession was effected, not the object which the accused had in view. Even in England it is no defence to a charge of cheating that the prisoner when he got the goods into his possession by the false pretence intended to pay for them whenever it should be in his power to do so. (Reg vs. Naylor, 1 L. R., C. C. 4.)."

Mr. Ferguson—I must again say, if your Lordship is to pay any heed to the Advocate General that I hope you will make a note that I quoted no cases, and yet the Advocate General, despite my protestation, persisted in speaking.

The Judge—You mean I allowed him to do so.

Mr. Ferguson—He claimed the right my Lord, and I objected to that right, and if your Lordship intends to pay any attention to that case handed up by the Advocate General I ask that a note be made.

The Judge—I must decline to state what my intentions are.

Mr. Ferguson—If the English law was of any avail in India the prisoner could not have committed any offence at all, because a false pretence must be one under an existing state of facts, and Mr Reid distinctly stated that the money was given to Cursondas on the promise that the bills of lading should be both coming in the afternoon.

The Judge—Do you call any witnesses?

Mr. Ferguson—No, my Lord.

THE JUDGE'S CHARGE.

The Judge then addressed the jury. Gentlemen of the Jury, he said, the prisoner Cursondas Madhowdas in this case, as you have heard, stands charged as a principal with cheating under section 415 and following sections of the Penal Code:—First, with simple cheating; secondly, with cheating and inducing the delivery of property, namely, a cheque; and thirdly, with cheating and inducing the delivery of property, namely, Rs. 60,000. In substance the second and third charges amount to the same thing, and they differ from the first charges in this way, that with reference to the punishment there is a much more serious punishment annexed in the code to an offence of cheating which induces a delivery of property than to an offence of cheating which has not that effect but is merely likely to cause damage or harm to a person in mind, body, reputation, or property. Thus the three first charges seem to fall together, and in them the prisoner is charged, in substance, with having deceived Mr. Reid, of the firm of Messrs. Finlay, Scott and Co., and thereby fraudulently or dishonestly induced him to do something which, but fo that deceit, he would not have done, namely, delive over property, either in the form of a cheque or of Rs. 60,000 in money, as represented by it. Now, if you think that the evidence amounts to this, that Cursondas—supporing, of course, that you consider the offence established—did sign the bill of lading and letter of consignment, and supposing you think that he knew that unless he gave in these documents he could not get any more money from Messrs. Finlay, Scott and Co., then I think, whatever his position may have been, whether his contracts for cotton may have been enormous or nothing at all—whatever his past or present position may have been—it must be taken that he

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was fraudulent or dishonest. With regard to the other charges, namely, the fourth, fifth, sixth and seventh, he is charged with abetting some person unknown—first, with simply cheating by endorsing a bill of lading; secondly, with abetment of cheating and inducing delivery of property by endorsing a bill of lading; thirdly, with abetment of cheating by signing a letter of consignment; and the fourth is of a similar purport. These charges seem to fall together, and they have been introduced, I presume, in case it should appear to the jury that the principal offence of cheating was committed by some person and the evidence did not establish by whom. Supposing you considered the subject matter of the offence proved and found that the prisoner was not the principal offender, you might form a shrewd guess that it might lie between Manockjee Shapoorjee Kaka and Soonderjee Shamjee; and supposing you had considered that such an offence was committed it was very proper, having regard to the possibility of it not being established with certainty, to state that there was cheating by some person unknown and that Cursondas had abetted by doing acts which furthered that cheating actually effected by some one other than himself. I think, without troubling you with any discussion as to what the law of the case may be, it is sufficient to state to you that, if you think the prisoner's acts in this case—it is not necessary that there should be words uttered, either by himself or by others—produced an effect on the mind of Mr. Reid contrary to what was the truth, and by doing so he induced that gentleman to make over this further advice of Rs. 60,000 then, if he has done so, he has committed an offence within the meaning of the section of the Penal Code. A considerable portion of the evidence is of a formal character, and I think the evidence of the two witnesses that really goes to the root of the case is that of Mr. Reid and Mr. Lang; and, though I have no wish to detain you longer than is absolutely necessary, yet, feeling its importance, I must recall to your memory what these witnesses say. His Lordship then read his notes of Mr. Reid's evidence, and remarked that it would be for the jury to consider whether that witness could be understood to mean that he refused to make further advances till he got a certain piece of paper, or whether he meant that he would not make any further advance till he got what not only purported to be a security but actually was one. It appeared to his mind, but it would be for them to consider that the taking of the bill of lading, unless there was something that it actually represented, was no more than a personal security. If Mr. Reid had trusted to that, if he was to take bills of lading that did not represent goods, his Lordship could not see why he could not have made the advances on a personal security; but Mr. Reid told them that he had refused to pay further advances unless he had further documents, and that was an important point to consider. They would consider whether at the time the promise was made the prisoner had reason for belief that he could hand over the bill of lading, and whether on that promise Mr. Reid did understand that the bill of lading or letter of consignment representing actual goods was not intended. His Lordship then proceeded to say—The question occurs whether, if the prisoner did really produce this bill of lading as an ordinary matter of business which occurred every day in Bombay—whether, if he had no intention to deceive, but was prevented shipping the cotton by circumstances over which he had no control—would he have acted on that occasion as he did? He was visited by Mr. Reid and Mr. Lang on the 27th of June, more than three weeks after the bill of lading had been given in and the advance made, yet nothing seems to have been done during this interval with regard to carrying out his promise. He did not say, "I was prevented from doing so," or anything of that kind, but he appears to have admitted that he had committed the deceit with which Mr. Reid charged him. Mr. Reid charged him with deceiving him into the belief that the cotton was shipped. Mr. Lang also gives an account of that interview, although it is in different words, and it is for you to say whether it does, or does not, amount to the same thing. And it is for you to consider, also, whether the prisoner did, or did not, deceive Mr. Reid with a fraudulent or dishonest object. The advance was made, the cotton was not shipped, and, so far as the evidence goes has not been shipped down to the present day. If you believe the evidence of Mr. Reid, I cannot see that the facts of the case amount to anything else than what the Penal Code designates as cheating. A point has been made in the defence which will be seriously considered by you, as to the alleged practice in Bombay of signing bills of lading and letters of consignment before the cotton is actually on board. No evidence has been produced of such a practice except that which has been obtained in cross-examination from the witnesses for the prosecution, and no doubt if that evidence amounts to what it is suggested as amounting to it is from as good a source as you could have it. Mr. Reid states, "It has come to my knowledge, since the Aurora case, that it has been a practice to sign bills of lading where no cotton has been shipped. Previously to that I was aware that it had been a practice to sign bills of lading where a portion only was shipped." He also said that bills of lading were often signed where the parties concerned knew that goods were along the vessel in boats, or in the screws, although the goods are not actually on board. Of the alleged practice of signing bills of lading where the goods are neither on board nor alongside the vessel only two cases—the Magdala and the Royal Alice—have been cited, but even two cases would not go far to establish any general practice such as is suggested by the learned counsel for the defence. If Mr. Reid had such a knowledge of the practice as to have it on his mind at the time he made the advance, you cannot say that he was deceived; but supposing even that the practice did exist to a certain extent, it will be for you to consider whether, when Mr. Reid refused, as he says he did, to give a further advance till he got the documents, he meant that he would not make further advances without security. If you find the latter to be the case, then it seems to me, looking at all the circumstances of the case, that Mr. Reid was dishonestly induced to part with property. I think, gentlemen, that an alleged usage of trade—supposing you consider that in this case there is evidence of a usage of trade, or a practice frequently resorted to—may reduce the criminality of an act, but I am at a loss to see that, if it comes within the terms of the law, a jury should avoid giving effect to the working of the law. Doubtless there have been instances where bills of lading have been signed without goods being on board; but it is an easy matter to produce any number of instances of what is against the law. Supposing you to believe that such instances are even of common occurrence, yet, if they are against the law, a jury is bound, when it is brought to their attention to give effect to the law, without attending to any suggestion that it is either frequent or otherwise. It certainly seems to me a practice fraught with great danger, and the effect of signing bills of lading which do not represent anything is to destroy their value as negotiable instruments to which parties can trust and on which money can be advanced. If it be a practice, it is certainly not one to be encouraged. With these observations, gentlemen, I leave the case for your consideration.

VERDICT AND SENTENCE.

The jury then, at four o'clock, retired to consider their verdict, and were absent about an hour and three quarters. On returning into Court,

The Foreman gave a verdict finding the prisoner *guilty* on the charges of cheating, and *not guilty* on the charges of abetment of cheating, adding that some of the jurymen, in consideration of the lax way in which bills of lading had been issued in Bombay, wished to recommend the prisoner to mercy.

The Judge in passing sentence said—Cursondas Madhowdas, the jury have found you guilty—and in their verdict I must say that for my own part I concur—of the offence of cheating—an offence which, having regard to the circumstances of it, is punishable by the Penal Code with imprisonment of either description to the extent of seven years. Some of the jury have thought fit to recommend you to mercy on the ground of a certain alleged loose practice that prevails in Bombay of signing documents purporting that something has been done which has not been done. Now I give full weight to that recommendation. Looking at the laxity, no doubt, which does seem to prevail, and the possible moral confusion of mind which that laxity is calculated to produce, I do not feel disposed to inflict upon you the full sentence, or anything like the full sentence, which the law prescribes; but a man in your position who has every ground for knowing what honesty, and especially commercial honesty, is, ought, I think, to have such a punishment inflicted upon him that it may be a warning to others who may be tempted to engage in like acts. And I think, that having regard to all the circumstances of the case, I am passing a lenient sentence upon you when I sentence you to be kept in rigorous imprisonment for three years.

The Sessions then adjourned.

STEAMER REPORTS.

GALLE, 18th Sept., 6-20 A.M.—English mail steamer from Suez signalled.

GALLE, 18th Sept., 6-30 A.M.—Mail Steamer from Bombay signalled.

WEATHER REPORTS.

VINGORLA, 18th Sept., 10 A.M.—Weather overcast, wind south-west, thermometer 75, rainfal 1 inch 87 cents.

CARWAR, 18th Sept., 10 A.M.—Weather cloudy, wind light south-west, thermometer 75, barometer 29·85, rainfall 98 cents.

MANGALORE, 18th Sept., 12 P.M.—Weather rainy, thermometer 78.

CANNANORE, 18th Sept., 4 A.M.—Weather rainy, wind south-west moderate, thermometer 76, barometer 29·920, rainfall 25 cents.

DR. DE JONGH'S LIGHT-BROWN COD LIVER OIL.—The superior flavour of this Oil has been universally appreciated. Dr. J. Kidd, who has largely prescribed it, states: "For many years I have recommended Dr. de Jongh's Oil, and I have found by experience that it agrees perfectly with many persons who were unable to use the so-called 'refined,' or White Cod Liver Oil, from its sickly taste, which was not at all complained of in Dr. de Jongh's Oil." Sold only in capsuled Imperial Half-pints, Pints, and Quarts, by all Chemists, Druggists, and Storekeepers. Sole Consignees, Ansar, Harford, and Co., 77, Strand, London.

THE TRIAL OF CAPTAIN BROWN.

MARCUS BERESFORD BROWN, lately captain of the ship Teresa, was called up for trial by a common jury on Saturday. The charges (which we have given in full in the report of Friday's proceedings) were, first, having on 31st May 1870 at Bombay, by signing a bill of lading purporting to be an acknowledgment by him as captain of the Teresa that 1,000 bales of cotton marked NBBS in a cross were then shipped on board the Teresa, whereas the said bales were not in fact, and as he knew were not, so shipped, intentionally aided Cursondas Madhowdas in deceiving Mr. Reid, of the firm of Messrs. Finlay, Scott and Co., into a belief that the cotton was shipped, and thereby inducing Mr. Reid to do an act which he would not have done had he not been deceived, and that he (M. B. Brown) thereby abetted the offence of cheating; and, also, that he at the same time and by the same act intentionally aided Cursondas Madhowdas in deceiving Mr. Reid into the belief that the said cotton was on board, and thereby dishonestly inducing delivery of property by M. Reid, and that he (M. B. Brown) thereby abetted the offence of cheating and dishonestly inducing delivery of property.

Prisoner pleaded not guilty, and the case proceeded to trial, the Advocate General and Mr. Farran again appearing for the prosecution, and Mr. Mayhew for the defence.

THE OPENING STATEMENT.

The Advocate General in opening the case said—The prisoner at the bar, Marcus Beresford Brown, was, till a recent period, captain of the ship Teresa, and in his capacity of captain of that ship he signed a bill of lading for 1,000 bales of cotton on 31st May last, by means of which bill of lading Cursondas Madhowdas was undoubtedly enabled to cheat the firm of Messrs. Finlay, Scott and Co. of the sum of Rs. 60,000. For that offence Cursondas Madhowdas was yesterday tried, and, as you are no doubt aware, was convicted. Now, gentlemen, in order to connect the prisoner at the bar with the guilt of Cursondas Madhowdas, it will be necessary for the prosecution to show that this bill of lading was improperly signed by him, that it was an act which it was not in the course of his duty as master of the ship to do, and that he departed from the regular and proper course of his duty under circumstances which warrant a jury in believing that in so doing he was actuated by improper motives. It is not necessary to show that he was actually aware of the precise nature of the fraud that was to be abetted by means of this bill of lading. It will I think be enough, and I daresay his Lordship will tell you so—to show that in doing this act he behaved not only contrary to his duty, but so behaved under circumstances which show he knew he was acting contrary to his duty, and that it was likely that the document so signed by him would be improperly used. Now, as you are aware, no doubt, a bill of lading purports to show that the goods specified in it had actually been shipped on board, and in this case the bill of lading purported to show, and was believed by the firm of Messrs. Finlay, Scott and Co. to establish, that 1,000 bales, bearing the particular mark NBBS in the four inter-spaces of a cross, had in point of fact at the time this bill of lading was granted been shipped on board the Teresa. I shall prove to you that not one single bale of cotton had at that time been shipped, and that prisoner at the bar perfectly well knew that no such cotton had been shipped. Prisoner at the bar signed this bill of lading under a guarantee of Cursondas Madhowdas that the cotton would be eventually put on board, and that guarantee will be produced before you, and you will have an opportunity of looking at it. Now, gentlemen, I understand I shall be able to prove to you that prisoner knew perfectly well that to sign bills of lading in advance under a guarantee was an improper act. The agents for the ship in Bombay were Messrs. Rennie, Scovell, and Co., and the manager of that firm, Mr. Wilson, on several occasions before 31st May, on which the bill of lading in question was signed, had spoken to the prisoner on the subject of signing bills of lading in advance, and had expressly cautioned him against signing bills of lading under a guarantee, so that when the prisoner signed this bill of lading under the guarantee, which will be produced to you, he knew perfectly well—for he was entitled to believe that the advice of Mr. Wilson as agent of the ship was sage and wise advice—that he was doing an improper act. But the evidence that he knew he was doing an improper act and one which was likely to lead to improper results does not rest there. I shall prove to you, gentlemen, that a person of the name of Soonderjee Shamjee, who had in a sort of irregular way chartered this ship, and who has now absconded from Bombay, met the prisoners at the house or the office of the dubash who was looking after the ship's business, and that this Soonderjee Shamjee, in company with the prisoner and the dubash, went to the office of Cursondas Madhowdas, where a conversation took place, which the dubash imperfectly heard and of which he is unable to give any very definite account, but his evidence before the magistrate shows that he heard so much of the conversation as to be aware that it related to the consignment of bills of lading. You thus have the prisoner brought into direct connection with Cursondas Madhowdas, a man of very considerable education, and who spoke English perfectly well, so that there can be no difficulty at all about the communication with the captain. Following upon this interview, we find this circumstance,—a circumstance of great importance and one to which you will have to give your careful attention in determining the criminality of the prisoner—we find Cursondas Madhowdas signing a cheque for Rs. 1,500 in favour of Soonderjee Shamjee. That cheque is not cashed by Soonderjee Shamjee, but is given by him to the dubash, by one of whose servants it was cashed, and the proceeds of that cheque were held on a separate account to the credit of the prisoner; and not only was this one cheque for Rs. 1,500 given by Cursondas Madhowdas and disposed of in the way I have stated, but a second cheque for Rs. 1,000 was given, the proceeds of which were in like manner obtained by the dubash and held on a separate account to the order of the prisoner. Now, it has been suggested—it was suggested before the magistrate—that these two payments, aggregating Rs. 2,500, were made by Cursondas Madhowdas under some arrangement by which what is called "difference of freight" was to be paid. What that precise arrangement was has not been explained. No doubt it will be competent for the prisoner to explain it, but up to the present time it has not been explained; and I am in a position to prove to you that supposing this Rs. 2,500 was paid in respect of difference of freight, that money, instead of being held by the dubash at the order of the captain, ought to have been paid over to Messrs. Rennie, Scovell and Co., agents of the ship, or, if it had remained in the hands of the dubash by Rennie, Scovell and Co.'s permission, ought to have been entered in the ship's account, and not held on a separate account. Now, it will be for you to say, whether under the circumstances which attend this payment, the inference which you, as men of sense and accustomed to deal with matters of this sort, feel yourself justified in drawing is that this money was paid over by Cursondas Madhowdas to the captain for his benefit as an inducement to him to sign bills of lading in advance, or whether it was really a *bona fide* transaction which was not carried out in the way it should have been through the negligence either of the prisoner or of the dubash or any other person. Now, the fact that this payment was not brought to the notice of Rennie, Scovell and Co., to whose notice it ought to have been brought, that the money was not paid to them or their sanction obtained to its remaining with the dubash, is a circumstance of very grave suspicion, and one which you will have to weigh very carefully in dealing with the question of the criminality of the prisoner. Now, I think I have stated to you shortly all the circumstances that it is necessary that I should state at the opening of the case. You have this undoubted fact that by the prisoner's signature of this bill of lading Cursondas Madhowdas was enabled to perpetrate a fraud on Messrs. Rennie, Scovell & Co., and thereby to commit the offence of cheating of which he was yesterday convicted. You have also, as I am instructed, this circumstance that the prisoner had been expressly warned by the agent of the ship, Mr. Wilson, that he ought not to sign bills of lading in advance or under a guarantee, and you have also the suspicious and hitherto unexplained circumstance of the payment of Rs. 2,500 by Cursondas Madhowdas, the proceeds of which payment are held by the dubash of the ship to the order of the prisoner. You will consider all these circumstances, and if you consider that they, taken together, carry to your minds a conviction that the prisoner signed this bill of lading, knowingly and wilfully and with intention of assisting the fraud which was undoubtedly practised by Cursondas Madhowdas, or knowing that it was likely that by signing this bill of lading he would assist in the perpetration of fraud, it will be your duty to find him guilty. Of course I need not tell you that if you have a reasonable doubt in the matter you will give prisoner the benefit of that doubt.

THE EVIDENCE.

Evidence for the prosecution was then adduced, much of it being somewhat to the same effect as the evidence in the trial of Cursondas Madhowdas. We do not report the evidence, but merely select a few of the statements which are of general interest.

Mr. W. Valentine Reid was the first witness called. After a short examination by the Advocate General, Mr. Reid was cross-examined by Mr. Mayhew, and in the course of his cross-examination said the Rs 60,000 was advanced to Cursondas Madhowdas before the bill of lading was received by them. The money was advanced in the forenoon, and the bill of lading handed over in the afternoon, and no further advances were made after the bill of lading was received.

Mr. Thomas Wilson, manager of the firm of Messrs Rennie, Scovell and Co., in the course of his examination said he had spoken to the prisoner two or there times about the signing of bills of lading in advance. He had heard rumours about the Teresa, and he told Captain Brown that he had heard that he was signing bills of lading in advance under a guarantee, but Captain Brown said he had not. He then told Captain Brown that it was a serious thing to do, and that by doing so he might get himself into a very serious position, that he hoped what he had said was true, and that he had not signed such documents under any circumstances whatever. To the best of his belief the conversations took place before 31st May. He was certain he had warned the prisoner one time about signing such documents before 31st May.

Cross-examined by Mr. Mayhew—His firm were agents of the people whom they understood to be the owners, but they had since ascertained that they were not the owners. Had known a number of cases in which bills of lading were signed beforehand under guarantee. In these cases the captain had acted with his (Mr. Wilson's) consent, and he acted on the *bona fide* belief that the guarantor would fulfil the guarantee. Sometimes he had most substantial security—paid cash very often. Since 31st May some bales of cotton had been put on board the Teresa by, or on account of, Cursondas Madhowdas—1,000 bales might have been put on board, but he could not speak positively.

By Mr. Scoble—No bales of cotton had been shipped by Cursondas Madhowdas since 31st May marked with the letters mentioned in the bill of lading in question. In the cases in which he had allowed bills of lading to be signed in advance under guarantee he had himself seen to the guarantees being fulfilled. He had never allowed bills of lading to be signed in advance unless the cotton had been actually in course of shipment—by which he meant cotton either in the screws, at the bunder, or alongside the ship. In the vast majority of cases in which bills of lading had been signed under guarantee the cotton had been alongside, sometimes for ten days, and in one case he remembered it being alongside for twenty-one days. When the guarantee was for a large number of bales, say 150 or so, the guarantee was always accompanied by a cash deposit. He would not have allowed a bill of lading for such a large quantity as 1,000 bales to be signed in advance under any circumstances whatever, if none of the cotton had been on board.

Several other witnesses were examined, and on the Advocate General intimating that the case for the prosecution was closed,

Mr. Mayhew submitted that there was no case to go to a jury. No evidence, he said, had been offered to connect the prisoner with the fraud of Cursondas Madhowdas.

The Judge thought there was evidence, though of course Mr. Mayhew might make any observations he liked upon the subject.

Mr. Mayhew said if that was his Lordship's opinion he must go to the jury.

ADDRESS FOR THE DEFENCE.

Mr. Mayhew then proceeded to address the jury. He said he was sorry that he had to trouble them with any comments in this case. He had expected that with the evidence that was given on the previous day, which led to the conviction of Cursondas Madhowdas, the Crown would have seen it obviously to be their duty this morning to have at once said that owing to the weakness of their case, and in fact owing to the utter want of evidence as against the prisoner at the bar, they did not intend to prosecute him at all. And he thought that when they came to consider the evidence that had been given—nay if their minds were not already made up upon the subject—they would confirm the opinion which he had arrived at in the case, and that was that there was nothing like evidence of complicity or of abetment on the part of the prisoner in the fraud which Cursondas Madhowdas perpetrated on Messrs Finlay, Scott & Co. But he rather thought that instead of the prisoner at the bar being prosecuted he ought to have appeared before them—and he felt sure he would have appeared before them—in the character of a prosecutor against Cursondas Madhowdas for his inducing him, by means of false pretences that his guarantee was of value, to sign that bill of lading. If he had been left alone, and not touched and made a prisoner of and therefore unable to complain of the injustice which had been done to him by Cursondas Madhowdas, that was the position they would have seen him in. He thought they would arrive at that conclusion by a very short consideration of the facts that had come to their knowledge. It appeared that this fraud of Cursondas,—his getting this Rs. 60,000 on the promise that he would bring them a document, or on representing to them that the cotton was on board,—was perpetrated before he went and spoke to the prisoner at the bar. They would remember that Mr. Reid himself stated that the money was advanced before this bill of lading signed by the captain was put into his hands, and therefore the bill of lading signed by the captain was not the instrument or means in any way of causing any loss to Finlay, Scott & Co. after it came into their hands. Now, they could see in that way how Cursondas Madhowdas had determined to defraud both parties. Cursondas by his smoothness of speech having induced Finlay, Scott & Co. to advance him Rs. 60,000, then went and said to the prisoner that he had 500 or 600 bales of cotton ready to be placed on board immediately, that he would do it forthwith, that he was a wealthy man and a man of repute in Bombay, and would give his guarantee if the captain would give him a bill of lading, and that in a few days the cotton would be on board the ship. The captain on these representations signed the bill of lading, and the question at once arose—was the captain acting *bona fide* in the belief that Cursondas could ship the cotton and that the guarantee would be carried out? If they found—and he thought that with the evidence which had been brought forward they must find—that the captain acted throughout with a *bona fide* belief in the character and reputation of the guarantor as being able to fulfil his guarantee, he thought they must at once come to the conclusion that the man was not guilty. Now the apparent difficulty which Mr. Wilson made in his evidence amounted to this—"I see nothing wrong in bills of lading being signed when goods are not on board, provided the goods are in course of shipment, or the guarantee is of such a nature that there can be no doubt about its being carried out." But Mr. Wilson went on further to say that he did not think a guarantee should be taken for such a large quantity as 1,000 bales. But that was a question of opinion. The question whether it was a guarantee for 100 or 1,000 was entirely a question of the credit to be given to the guarantor. In trying this question, the jury would have to consider what, when the guarantee was signed, was the position of the parties, and what was the *bona fide* belief and intention of the captain when he signed the bill of lading. And with reference to the remarks he had already made, he would repeat that instead of being prosecuted to-day the prisoner ought to have been in the position of prosecutor, for it was now undoubted that at the time Cursondas gave the guarantee for 1,000 bales he was not in a position to carry out his guarantee. Taking the credit that man once had in Bombay, or giving him credit for the fact that he was broker to the firm of Finlay, Scott & Co., one of the houses which shipped the largest quantity of cotton from Bombay to Europe in the city, any stranger like the prisoner would assume that Cursondas was able to fulfil a guarantee for 1,000 bales of cotton. Now would they say that a ship captain, a stranger, having no interest in common with this man, with no proof of his having been connected with him in any way except for the loading up of the ship for the owners—would they say in absence of all evidence of complicity between the two men, that this captain was an abettor of the cheating practised by Cursondas? The evidence which they would look for to found a charge of abetment of cheating would be a case in which two men went to a house of business, made jointly a false representation, and jointly benefitted by the receipt of the proceeds of the false representation. If the men worked together and shared the plunder then they could come to the conclusion that there had been abetment; but how could they come to such a conclusion when the real facts showed them that the principal had cheated on both sides—had cheated Finlay, Scott & Co. by getting the money before the goods were on board, and the captain and owners by telling the captain that he would give him what he understood was a valuable document, a guarantee that he would put 1,000 bales on board, and had actually 500 or 600 bales ready for shipment? In this way they must see that the prisoner was a victim and not an accomplice—a victim of circumstances in which any ship captain might be placed by an earnest desire to get his ship loaded at a season of the year when to get cotton to Europe was of the greatest importance. He would now request the attention of the jury to some general remarks on this question of shipping goods under a guarantee, and signing a bill of lading when the goods were not on board. Now Bombay occasionally was seized with panics, and there was no doubt that this prosecution originated in a moral panic. The signing of bills of lading without the goods being on board had been held up to be such a monstrous phenomenon, unknown in any other part of the world but Bombay, where commerce is conducted on very wicked principles. We had heard some people raise their hands and exclaim—"Earth, air, and water, whoever heard of a captain certify that he had bales on board his ship when he had not got one?" Now whoever entertained such an idea at present in Bombay, he would venture to say it was not the man who had had twenty years' experience of the world. Without desiring to be in any way rude to Mr. Wilson, he had put to him that difficult question, "How old are you?" And he had done it because he really wished to see whether his knowledge and experience of commerce dated as far back as 1855. It was a matter which he thought the jury would deem well worthy of their consideration that in the year 1855 the British House of Parliament thought proper to pass an Act regarding this very subject of signing bills of lading in advance. The practice had been known for many years—so long that he supposed it was coeval with bills of lading and ships trading in commerce—and such a thing was frequently rendered necessary by the urgency of commerce. This practice came up to be discussed in the House of Commons in the year 1855, the House then, as now, being composed of the leading merchants in the world, and the ablest lawyers, he might say, in the world, and after the subject being fully considered and discussed, an Act was passed, in the preamble of which it was expressly recited that "Whereas it frequently happens that the goods in respect of which bills of lading purport to be signed have not been laden on board." There was a distinct statement of the fact. Now would they accept the statement of any Bombay merchant who said "I never heard of such a thing; it is unknown except in this part of the world?" If the whole of the merchants of Bombay came and made such a statement, would they accept it as against this declaration in the preamble of Act 18 and 19 Vict., chap. 3, in the year 1855? And now, why was that declaration made? Simply because the House knew that such a practice existed, and because they were desirous of remodelling the law of rights under bills of lading, in order to give parties acting under these bills of lading remedies which the law as it then stood did not give. In the last clause of the Act, which had a most important bearing upon the conduct of the captain in this case, parliament by anticipation contemplated the very case which had happened here. When the captain had made such a misrepresentation the Act said he might exonerate himself in respect of such misrepresentation by saying that it was caused without any default on his part and wholly by the fraud of the shipper or of the holder or of some other person under whom the holder claimed. Now, this case, he said, conclusively proved that this misrepresentation which the captain made in signing that bill of lading on 31st May 1870 was a misrepresentation made by him entirely through the fraud of the shipper, because the shipper says to him in giving his guarantee that he has 500 or 600 bales ready to be immediately placed on board the vessel. Well, this act enabled the captain who made a misrepresentation to exonerate himself from the civil liability; and surely, that being the case, he might exonerate himself also from the criminal. To say that, under such circumstances a man was an accomplice and an abettor of cheating! The jury could not have a single doubt about it. The man who was convicted on the previous day defrauded Captain Brown as much as he defrauded Messrs. Finlay, Scott & Co., by inducing him by his smooth-tongued persuasion to believe that he was a great man with goods at his beck, with money to throw down on the Cotton Green and cause goods to come to his ship from day to day as fast as muccadums could take them. That story was told to the man in the dock, and it was believed by the prisoner, a man having nothing in common with Cursondas to make him go and make a false misrepresentation intentionally to cheat Messrs Finlay, Scott and Co. out of money. He never did cheat them and never got a single rupee of the money. Cursondas got it for his own purposes. By defrauding this man, Cursondas was enabled to defraud them. He could not think for a moment that the jury could entertain any doubt on the subject. What was the evidence of the dubash? It was insinuated by the prosecution, but not in the slightest degree proved, that this Rs. 2,500 were to be the moneys of the captain, paid by Cursondas because he had given him this bill of lading. Was there a particle of proof of that? Was it not proved that it was a constant practice for captains and ship dubashes to have current accounts? Was it not clearly proved by a witness for the prosecution even, the dubash, that the captain said that this money was on account of the owners, not for himself, but for the ship and the ship's expenses? And yet the prosecution would have the jury believe that this money, which was expressly mentioned to have been paid for the difference of freight, was to be received by the captain because this dubash was told by the captain to put it to his account instead of the ship's account. Had any portion of the money been received by the captain? By no means. The Rs. 2,500 the dubash himself told them he had rendered an account of; true, since these proceedings commenced only. But that to his mind was perfectly immaterial, because it was in accordance with the statements which he himself said were made when the moneys came into his hands. He had rendered this account showing that the money was the property of the owners, and thereby corroborating the statement made by him that it was to be kept as an open account till the ship was ready, and when the ship was ready the account would be made up so that the owners might have the money. Now how could they infer any guilt from a mere keeping of an account by a dubash, who kept it without any communication in writing from the captain—who kept it, as he said, and they had only his word for it, in that form as a separate from the ship's account. If the dubash chose to neglect to do the thing properly, or to write an account in that form instead of writing it down to the ship's account, it was a simple irregularity, and there could be no crime in that—there could be no crime in the captain saying to keep it in abeyance. The jury, he thought, must be of opinion that this Rs. 2,500 for difference of freight was money which Cursondas knew he paid for the benefit of the ship, so that, at all events, the owners might get some reparation for the time which must elapse before the ship could sail—because the ship was to have sailed on 21st June, but then the guarantee had not been carried out. Indeed, for two or three days after the bill of lading was signed, although pressure was put upon Cursondass by the captain to make him fulfil his guarantee, Cursondas had from day to day avoided it, and thereby prevented the ship from leaving Bombay with her cargo at the time it was intended she should leave. How upon these circumstances they could be asked to infer abetment of cheating as against the prisoner he was at a loss to conceive. Reverting again to this question of signing bills of lading when goods were not on board, the small commerce of India was thought worthy of having the benefit of that Act of the British legislature; no sooner had that Act been passed in 1855 than the men who were at that time in the Indian Legislative Assembly thought the identical Act should be passed here, and there was no doubt that they ascertained full well that the practice which was known in all other parts of the world was also well known here and in all parts of India. They therefore copied the Act word for word as nearly as could be and it became law in 1857, thereby stating in the very preamble the frequent occurrence of this act in respect of signing bills of lading before the goods are on board. The Act said—"And it is proper that such bills of lading in the hands of the *bona fide* holder for value should not be questioned by the master or other persons signing the same on the ground of the goods not being laden as aforesaid." He reserved the second part of this recital for further consideration, and he would point out to them that a mere misrepresentation was by no means fraud. That might perhaps sound odd to them, but that very Act in its recital showed that *prima facie* it would not be a fraud, because the master would be at liberty at once to say that although this purported to state "I have the goods on board" yet he had them not; and the Act was passed in order to confer upon persons dealing with such bills of lading rights which otherwise they would not have, and rights which were construed in these terms—"It is proper that such bills of lading should not be questioned in the hands of the *bona fide* holder for value." In other words, the master having signed, should be estopped from saying, when the holder of the bill came to him for the goods which were marked, "I won't give you the goods." That was the object of the Act, but in the concluding portion of it the estoppal could be got rid of by the captain saying that the failure to have the goods on board was not caused by any default on his own part but by the fraud of the shipper. These were questions of civil rights. Now that misrepresentation was not by any means a fraud, he ventured to affirm, because the judge who presided on that occasion would immediately correct him if he made a mistake in any such matter. He would venture to affirm that if a man signed a receipt of conveyance certifying that he had received his purchase money, it did not stop him from coming into a court of equity if he had not received it and saying "Though I have signed that I have not been paid and I will make you pay." One might say "You have been guilty of such misrepresentation that it is a downright fraud and no court will listen to you." By no means, the doctrine was clear,—it was the subject of vast treaties in the books popularly called "Vendors' lien for unpaid purchase money," and the very first proposition a lawyer had to learn on that subject was that a receipt for purchase money signed by the vendor was not an estoppal, that he could come up and say "I have not yet been paid" and could get decree if he proved to the satisfaction of the court, notwithstanding there was the signature under his own handwriting that he had not got the money. Now that was precisely the question which was the subject of consideration in this Act, and the Act said, "Well now when the master has so certified that he has got the goods on board you shall not be able to set up as a defence that you have not got the goods as against the *bona fide* holder of the bill of lading for value." Nevertheless the Act said—"Notwithstanding this misrepresentation which you have made in the bill of lading you shall be able to exonerate yourself if you show that it was not caused by any default on your part but through the fault of the shipper." Now he apprehended that really that discussion of the bar alone was quite sufficient to enlighten their minds as to what was the legal position of the captain on this occasion—he not only was not an accomplice but he was of right and by law entitled to demand a verdict of acquittal. The very circumstance that the shipper had been proved to be guilty of fraud as against the men from whom he got the money was sufficient to exonerate Brown. Now they knew how and under what circumstances that same shipper got the bill of lading—now they knew he defrauded on both sides:—and, had it not been for the unfortunate circumstance that the prosecution in too hot haste had thought that this man was mixed up with Cursondas Madhowdas in the fraud on Finlay, Scott and Co., instead of seeing him in the dock they would have seen him the prosecutor of that very man. Now, one other topic he wished to dwell upon was this: They were much better able to guage the credit or position of Cursondas in the commencement of this year and during the whole time in fact when he was connected with Finlay, Scott and Co., than either he or Brown could possibly have been. They could form some idea from that position whether a ship captain must not have been actuated by honesty and a *bona fide* belief in Cursondas Madhowdas's intention to ship the cotton in June. Now, as he had already remarked, the real question for them was this—did Brown honestly believe in the value of that guarantee?—did he believe the man had the cotton and could send it on board?—did he act from the first moment as though he was impressed with that belief? If they were satisfied that he did, then their verdict must be one of acquittal. Now he had already pointed out to them that his conduct showed such a *bona fide* belief. Directly after he got the guarantee he began to press for cotton, and from day to day and up to the very time when this man's credit failed, he went and urged the delivery of the cotton. That he failed was his misfortune, not his crime; and he ventured to ask them on this account to base their verdict upon that belief. It was a strange thing to see at any time a charge of combination against a European with a native. From circumstances which it was unnecessary for him to mention the two were not tried together. If they had been so, he had not the slightest hesitation in saying that, as a matter of course, there would have been no evidence against Brown of conspiring to cheat. To begin with, *a priori*, it was improbable that a ship captain—a man unknown in Bombay except as being master of his ship, having no ties or links whatever to connect him with the native merchant—should have joined with him in attempting to commit such a fraud as was committed by Cursondas upon the firm with which he was connected; and had the prisoners been put on their trial together, the jury would have seen from the whole complexion of the circumstances, as he had tried to impress upon them, that combination was most improbable, and that, there had been no abetment. He did not think it was necessary for him to travel through the evidence. He had commented upon what had seemed to him the salient points in it, but as to Mr. Wilson's evidence he might make this further remark, that his position with respect to the ship seemed by no means clear. It was not clear whether Mr. Wilson was agent for the owners or for the captain. One thing was plain—that the captain was in that position with reference to the owners when he arrived in Bombay, that he was authorized by them to receive the outward freight. Now, that position would certainly *prima facie* give him the right to deal with the ship in its homeward freight; at all events it placed him in such a position with the owners that he might, notwithstanding the caution that had been given him by Mr. Wilson, in the interests of the owners, think that he could do the business of the ship just as well as Mr. Wilson could. And if he had done the business of the ship well—if he had got this cotton loaded on the ship under the guarantee—would he not have done a good stroke of business for the ship?—and no man would have been more ready to have patted the captain and have said, "Well done my good man; you have done the best thing for the ship you could have done, you have got 1,000 bales right off in less than three weeks, and now the ship is just going off from Bombay." No man would have been more ready with his praise to the captain if the guarantee had worked out right than Mr. Wilson; but because it had worked out wrong, Mr. Wilson put on a serious face and said, "I never heard of such a guarantee in my life; I by no means sanction it, and I am extremely indignant to think of such a thing being done." It might be that Mr. Wilson might not have had a high opinion of Cursondas Madhowdas's credit, but it by no means followed that the captain should not have had it, and he said if the captain had done that good stroke of business for the ship, no one would have been more glad of it than Mr Wilson, and so far from raising his voice against such a guarantee, he would have said "You have done the work well for your owners, and I, as their representative, am extremely satisfied." That was, the learned counsel thought, all with which he need trouble them in the case. He certainly had hoped they would have saved him the trouble of addressing them at all in the matter, but he had done so, and trusted his remarks had been appreciated by them. This seemed to him one of those cases in which he had not to ask them to give the prisoner the benefit of a doubt. He did not think from the very first that their minds could have been brought into a state of doubt as to the innocence of the man. Captain Brown was a man who had had, he believed, experience of some fifteen or sixteen or more years as the master of a vessel, and, therefore, was not a man who would be likely, in any interest whatever, with any motive for the benefit of himself, to have rashly done an act to the prejudice of his owners. To have been so many years in the service of those who employed him, he must have done their business to their entire satisfaction—he must have learned a great deal of the proper mode of doing business; and therefore if they found that he acted in the manner in which he had done on this occasion for the benefit of his owners,—if they found him acting precisely in accordance with those rules of business in which a man might be presumed to act not only with *bona fides* but with care for his owners—then if they found in this case the circumstance that he had signed the bill of lading and had nothing except a verbal guarantee of which no proof could be given, they might be of opinion he had been acting with great negligence and imprudence, but when they found a man with a business experience of many years acting precisely according to the rules of business, it was the strongest evidence in the world that there was no *mala fides*, but that he had due regard for his owners, and that the signing of the bill of lading was not with any fraudulent intent. He took the guarantee in the honest belief that it was a good guarantee, and the failure of it was not to be visited upon him as a crime; and the circumstances he had stated pressed to the question of *bona fides*. They would look at the man's conduct from first to last, and he said, (concluded the learned counsel) with the greatest confidence, that to convict this man of an intention to abet Cursondas Madhowdas in his cheating of Finlay, Scott and Co. would a most monstrous injustice in the sight of God and man.

THE CHARGE TO THE JURY.

The Judge then summed up—Gentlemen of the Jury, he said,—The prisoner is charged, first, with having signed a bill of lading purporting to be an acknowledgment of the shipment of 1,000 bales of cotton marked in a certain way, the same not being actually shipped, and that by so doing he intentionally aided one Cursondas Madhowdas in deceiving Mr. Reid into the belief that the said 1,000 bales were shipped, thereby inducing Mr. Reid to do an act which he would not otherwise have done, and so abetting the offence of cheating, and that the act was committed in consequence of such abetment. The second charge is to the same effect, with the addition that he abetted the offence of cheating and dishonestly inducing the delivery of property. In this case, as you are aware, the principal offender was tried yesterday and convicted by a jury of having by deceit induced Messrs. Finlay, Scott, and Co. to hand over to him property which they would not otherwise have done; and what you have now to consider is how far the prisoner at the bar was implicated in that offence with Cursondas Madhowdas,—how far he intentionally facilitated the commission of the offence of which Cursondas was found guilty. It may be taken as a fact that this bill was signed without anything corresponding to it being on board the ship at the time, or having since been put on board. It is for you to consider on what grounds the prisoner signed that bill. The learned counsel for the defence has read to you an Act of Parliament and an Act of the Legislative Council, in order to show that this practice is a very common one. So far as those Acts are concerned, I think I may point out to you that what is alleged to have taken place here is not by any means there mentioned as being frequent; those Acts are intended to meet cases where, by fraud or misrepresentation of the shipper, the master of the ship has signed bills representing goods to have been on board which were not shipped. But that is a very different case from this, where the master of a ship signs bills of lading knowing that the goods are not on board. With regard to the practise of signing bills of lading in advance you have the evidence of Mr. Wilson who says that to a certain extent that has been done, but that the instances are not numerous, and that when they did occur a portion of the goods was generally alongside, or in course of shipment, or at the screws—so that the master had an assurance that there was a *bona fide* intention to ship the goods. There is this to be said in the prisoner's favour, that he had previously signed bills of lading in advance; and it is for you to consider whether by signing for these 1,000 bales he was following an occasional practise, or whether he knew that he was doing what he ought not to have done as a matter of law. On this point you must remember the evidence of the dubash, Ruttonjee Cursetjee, who in speaking of this transaction, says that on the day the bill was signed he heard Cursondas say to the prisoner that he was in a position to send 500 or 600 bales on board at once. It has been urged by the learned counsel for the defence that Cursondas induced the prisoner to believe that he was in a position to do so; and that may produce in your minds a result favourable to his conduct—that is, that he was deceived, and did a careless and very rash act, trusting to the assurance of Cursondas that he would fulfil his guarantee. Now the other branch of the case is with regard to the receipt of that Rs. 2,500, and it certainly appears to me that that is a part of the case that will require explanation on his part. Perhaps you will be of opinion there is no doubt the Rs. 2,500 was got by means of the cheque signed by Cursondas, came into the possession of the dubash and was held by him to the credit of the captain, and that that was represented in the presence of the dubash to be money payable for difference of freight. Now with regard to that Mr. Wilson has said all moneys payable on account of the ship as for difference of freight ought to have been paid to his firm. He also said that the amount of outward freight, or a great part of it at least, was transmitted to England through the prisoner, at least the bill for it was handed to the prisoner and forwarded to his owners; and it is for you to consider if, that being the fact, he thought he might lawfully receive this other sum, though Mr. Wilson says it ought properly to have been paid to his firm. There would no doubt be something wrong suggested to the dubash unless he was party to the conspiracy—supposing some existed—in these considerable sums of money being paid to the captain by Cursondas. That would require some explanation, and it is for you to consider whether it is a *bona fide* explanation that it was for difference of freight, or whether it was suggested to give a lawful colour to it in the eyes of Ruttonjee Cursetjee. He says this was credited to the captain, and a memorandum is put in the handwriting of Ruttonjee, in which he shows a payment of Rs. 500 and another of Rs. 90. Now, with regard to the payment of Rs. 500, Ruttonjee states the captain said he wanted that to pay the stevedore, and a receipt is put in signed by one John Whittaker, who is said to have been the stevedore. But that is dated 1st June, and the proceeds of the note were not paid till the 4th July, several days after the payment to the stevedore; and if you think there is evidence enough to arrive at the conclusion that this money was paid to the stevedore on the 1st June, I think it follows pretty clearly it could not have been out of this money, the first portion of which reached the hands of the dubash only on the 4th, that the prisoner got that Rs. 500. But you may consider that was possible. It seems rather a suspicious circumstance that he should have given a wrong reason as to what he wanted that money for. If the money had already been paid to the stevedore it would be giving a wrong reason to say he wanted it for that purpose several days after. Now, gentlemen, in this case there is very little evidence—I may say there is next to none more than the facts and the documents,—of what passed between Cursondas Madhowdas and the prisoner. We have the facts that the bill of lading was signed, and the two circumstances which I have already described to you. You have the fact that the possession of these bills of lading, signed, was necessary for the commission of the cheating, by Cursondas Madhowdas, of Finlay, Scott, and Co. If you consider the circumstances connected with the payment of the Rs. 2,500 satisfy you that that was really the payment of a reward for his services for signing bills of lading, it may possibly appear to your minds an indication of guilty knowledge on the part of the prisoner—because if he was merely signing them according to an ordinary practice that constantly occurs, it is difficult to understand why there should be a considerable sum of money passing from the one to the other. On the other hand you will consider this money passed through the hands of the dubash, and that if there was any suspicion on the part of the money being paid it did not seem to be attempted to be kept secret—it passed into the hands of the dubash, and all the suspicious circumstance about it is that though the prisoner intimated that it was on the ship's account he seems to have dealt with it, and the dubash was directed to deal with it, as if it belonged to him personally. (With regard to the Rs. 500, I see I put it not quite as it came out in evidence; it was, not that the prisoner wanted it to pay the stevedore but the dubash says he asked the captain what he had done with that money, and he said he had used it to pay the stevedore). That does not make any difference on the remark that I thought that portion of the evidence called for). The dubash says that after this bill had been signed he and the captain went several days to demand that the cotton should be put on board. Now, gentlemen, it is not necessary in the matter of law that you should be convinced that the prisoner knew precisely the unlawful mode in which Cursondas Madhowdas was going to use the bill of lading—the details of the transaction between him and Finlay, Scott, and Co.—but I think you must first be convinced that he knew that Cursondas was going to make use of his signature to that bill of lading for an unlawful purpose, and if you think the circumstances are sufficient to lead you to that conclusion, you may think you must find the prisoner guilty. But on the other hand, the payment of the money satisfactorily accounted for does not imply corruption, and if you think that the evidence is sufficient to lead you to the conclusion that Cursondas Madhowdas did produce on the mind of the prisoner a belief that he had *bona fide* cotton on hand, that he was about to ship it at once and had the means to do so, and that all that he asked him to do was, as a matter of convenience, to sign the bills of lading before the cotton was on board, then, though the captain may have somewhat transgressed and gone beyond the practice said to exist, it seems to me you will have little difficulty in coming to a conclusion as to the guilt of the prisoner. There is this aspect, supposing you think the Rs. 2,500 were paid for the consideration of signing was not received by him on account of the ship but by himself as a consideration, seeing that the captain knew he was running a certain risk in doing it and it was given as a reward for that risk, that was not in itself a criminal act unless you feel convinced the prisoner knew Cursondas Madhowdas was about to use these bills of lading for an unlawful purpose, and that the signing was an act which he did knowing it was likely to facilitate the commission of that unlawful use. I now commend this case to your careful consideration.

The jury, without retiring, gave a verdict of not guilty, and Captain Brown was discharged.

The next case was then called.

BANKS.

COMPTOIR D'ESCOMPTE DE PARIS.—(Incorporated by National Decrees of 7th and 8th March and by Imperial Decree of 25th July 1864.) Recognised by the International Convention of 30th April 1862, and by Act No. VIII. of 1864, of the Legislative Council of India, and by Amended Act of 1867.

Subscribed and Paid-up Capital £3,200,000
Reserve Fund 800,000

HEAD OFFICE—PARIS.

AGENCIES.

Bourbon (Reunion), London, Alexandria, Calcutta, Hongkong, Saigon, Shanghai, and Yokohama.

LONDON BANKERS.

The Union Bank of London; Messrs. C. J. Hambro and Sons.
AGENTS IN SCOTLAND.—National Bank of Scotland.
AGENTS IN IRELAND.—The Munster Bank, Limited. The Belfast Banking Company.

TERMS OF BUSINESS.

The Bank grants Drafts and Letters of Credit, and purchases and collects Bills, on the above places, and on all the principal Cities and Towns on the Continent of Europe.

Interest is allowed at the rate of 2 per cent. per annum on current deposits on the minimum monthly balances.

Investments and sales of all descriptions of British and Foreign Securities, &c., effected.

The Bank takes charge of Securities for customers, and receive Dividends on Indian and Foreign Funds, Railway and other Shares.

Every other description of Banking business transacted.

All remittances to be endorsed "Pay Comptoir d'Escompte de Paris, or order."

R. J. HARDCASTLE, Manager.

14, Rampart Row, Bombay, 25th August 1869.

HONGKONG and SHANGHAI BANKING CORPORATION.

Subscribed Capital $50,00,000
Paid-up Capital $35,00,000
Reserve Fund $8,00,000

LONDON BANKERS.—The London and County Bank.

BOARD OF DIRECTORS.

W. Lemann, Esq., Messrs. Gilman & Co.—Chairman.
Hon. James B. Taylor, Messrs. Smith, Archer & Co.—Vice-Chairman.
E. R. Belilios, Esq., Merchant.
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Solomon D. Sassoon, Esq., Messrs. D. Sassoon Sons and Co.

HEAD OFFICE—Hongkong.

CHIEF MANAGER—Victor Kresser, Esq.

BRANCHES AND AGENCIES.

Shanghai.	Foochow.	Calcutta.
Hankow.	Yokohama.	Bombay.

London.

BOMBAY AGENCY.

The Bank grants drafts at Current rates of Exchange on the London and the County Bank, London. It also purchases Bills and grants Drafts payable at its various Branches in India, China, and Japan.

INTEREST.

On Fixed Deposits will be allowed, payable half-yearly, as follows:—

12 Months..................................5 per cent. per annum.
6 ,, ...4 do. do.

All Letters should be addressed, and Hoondies made payable, to the Agent, Hongkong and Shanghai Banking Corporation.

Any information as to rules of business may be obtained at the office or by letter to the Agent. R. STEVENSON, Agent in Bombay.

Bombay, 26th May, 1870.

AGRA BANK (Limited).—Capital—£1,000,000 (One Million Sterling). In 100,000 Shares of £10 each.

HEAD OFFICE—Nicholas Lane, Lombard Street, London, E.C.

LONDON BANKERS.
The Bank of England
Messrs. GLYN & Co.
AND
The National Bank of Scotland.

Edinburgh Branch—17 St. Andrew Square.

BRANCHES IN INDIA AND CHINA.

Calcutta	Agra.	Kurrachee.	Shanghai.
Madras.	Bombay.	Lahore.	Hongkong.

The Bombay Manager grants Bills of Exchange at the following rates on London at 6 months sight at 1/10 3/4 per Rupee.

4	do.	1/10 5/8	,,
3	do.	1/10 1/2	,,
2	do.	1/10 3/8	,,
1	do.	1/10 5/16	,,
On demand		1/10 1/4	,,
On Scotland		1/10 1/4	,,
Circular Notes payable throughout Europe		1/10 1/8	,,

No drafts at six months' sight are granted for sums under £50, and sums under £20 are only drawn for on demand.

INTEREST CHARGED.

On Loans on Government Paper and Railway Shares.
3 Months........... 5 per cent. per annum.
,, 1 to 2 ,, ... 4 per cent. per annum.
,, on other approved securities
3 Months........... 6 per cent. per annum.

INTERESTS.

On Deposits repayable on demand will be credited half-yearly (on 30th June and 31st December) at the rate of 2 per cent. per annum on the minimum monthly balance not exceeding Rs. 1,00,000 upon all accounts the balances of which have not during the six months fallen below Rs. 1,000. When such has been the case, no interest will be allowed.

On Fixed Deposits subject to 3 months' Notice of withdrawal 3 per cent. per annum
Do. 6 do. 4
Do. 12 do. 5

The Bank takes charge of Government Paper and other Securities for constituents without charge.

All Drafts or Hoondies forwarded for realisation should be made payable to the Agra Bank (Limited), or order.

Hours of business, 10 to 3; Saturday, 10 to 1.

EDWARD MORRISS, Manager.

Bombay, 15th September, 1870.

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THE LIVERPOOL and LONDON and GLOBE INSURANCE COMPANY.

Policies of Insurance against Fire, upon Dwelling Houses and other Buildings in both the European and Native parts of the Island of Bombay, continue to be issued by the undersigned on behalf of the above Company.

The rate on Pucka-built Bungalows situated outside the Fort of Bombay, or in any part of the Bombay Presidency, is now reduced to (6) six annas per cent. per annum.

RITCHIE, STEUART & Co.

CHURCH of ENGLAND ASSURANCE INSTITUTION. Established 1840.

Empowered by special Act of Parliament, 4 and 5 Vic., cap XCII. Capital One Million Sterling.

Life Assurances of every description granted.
Retiring Provision combined with Life Assurance.
Free Policies issued which can never altogether lapse through non-payment of Premium.
No extra charge for sea passage.
Reduction to European rates without medical examination.
Premium may be paid annually, half yearly, quarterly, or monthly, as desired.
Parsee and Armenian lives insured.
For detailed Prospectus, &c., apply to
Bombay, 9th July, 1870. REMINGTON & Co., Agency.

THE GREAT BRITAIN MUTUAL LIFE ASSURANCE SOCIETY.

FOUNDED A. D. 1844.

EMPOWERED BY SPECIAL ACT OF PARLIAMENT, 25 AND 26 VIC. CAP. 74.

HEAD OFFICE—No. 101, CHEAPSIDE, LONDON.
CHAIRMAN—VISCOUNT NEWRY.

BOMBAY BRANCH.

AGENT.
THOMAS FISHER PUNNETT, Esq., Bruce Lane.
MEDICAL REFEREE.
SURGEON J. H. SYLVESTER, F.G.S.

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PROFITS.—THE ENTIRE PROFITS DIVIDED AMONGST THE HOLDERS OF PARTICIPATING POLICIES.

POLICIES PAYABLE DURING LIFE.—By means of a novel and perfectly equitable system of apportioning the Profits, the Bonuses may be applied, first, IN EXTINGUISHING THE PREMIUMS at a given date; and afterwards in making the Policy PAYABLE DURING THE LIFETIME OF THE ASSURED; this important advantage being secured without the payment of any additional Premium.

NON-FORFEITURE OF POLICIES.—By recent arrangements, persons whose Policies have acquired a Surrender Value, will be entitled to a Free Policy, with participation in future profits.

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DETAILED PROSPECTUSES, and all requisite information as to the mode of effecting Assurances, may be obtained on application at the Head Office, or at this Agency.

ANNUAL PREMIUMS

Required for an Assurance of Rs. 1,000 for the whole Term of Life.

Age.	Civilians.		Military and Naval.	
	Without Profits.	With Profits.	Without Profits.	With Profits.
25	Rs. 33	Rs. 36	Rs. 38	Rs. 42
35	41	45	45	50
45	51	57	55	61
55	67	75	70	78

N.B.—ASSURANCES ON THE LIVES OF NATIVE GENTLEMEN EFFECTED ON FAVOURABLE TERMS.

T. F. PUNNETT, Bombay Agent.

INSURANCES.

ROYAL EXCHANGE ASSURANCE CORPORATION.—Policies covering the risk of Fire on Merchandise and buildings in Bombay are issued by REMINGTON & Co., Agents, Royal Exchange Assurance Corporation.

Bombay, 16th August 1865.

SUN FIRE OFFICE.— ESTABLISHED 1710. POLICIES opened on WAREHOUSES and SHOPS, MERCHANDISE, DWELLINGS, HOUSEHOLD FURNITURE, and other insurable property, in Bombay and the Mofussil, at current rates, by PEEL, CASSELS, & Co., Agents.

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Bombay, 1st September 1870.

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OFFICE TO LET, the COMMODIOUS PREMISES situated at 25 Church Gate Street, about to be vacated by the Chief Engineer's Department, G. I. P. Railway Company. Apply to WALLACE & Co.

TO BE LET, the upper-storied BUNGALOW, with spacious Outhouses and Stabling, situated near Grant Road Station, B. B. and C. I. Railway, entrance from opposite Sunkersett House.

The Bungalow is pleasantly situated, open to westerly breeze, and cool all the year round. For Rent and Terms apply to HEERJEEBHOY HORMUSJEE SHROFF, Elphinstone Circle, or on the premises.

NOTICES.

GOLD AND SILVER MEDALS AT THE BROACH AND AKOLA EXHIBITIONS 1868.

GOLD KEYLESS HUNTERS and SEMI-HUNTERS, Plain or Engine-turned Cases. Rs. 225. FAVRE, LEUBA, & Co.

LADY'S small GOLD HUNTERS, Enamelled and Jewelled Cases. Rs. 150. FAVRE, LEUBA, & Co.

SILVER KEYLESS HUNTERS, 1st quality, Patent Lever, extra finished. Rs. 100. FAVRE, LEUBA, & Co.

SILVER HUNTERS, Patent Lever, 3/4 plate, in strong good Silver Cases, Engine-turned, very serviceable, warranted for two years. Rs. 50. The same Watch, Keyless. Rs. 70. FAVRE, LEUBA, & Co.

OFFICE CLOCKS, Patent Lever, Octagon or Round, imitation Walnut, 8-days, with Bell. Rs. 25. FAVRE, LEUBA & Co.

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BOOT AND SHOE MAKERS,
24. MEADOW STREET, BOMBAY.
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ELPHINSTONE STREET, KURRACHEE.

P. GRANT and SON, SADDLERS, &c., have commenced business again at No. 9 Hummum Street, where all orders will be attended to.

Orders from Out-stations to be accompanied with remittance or reference for payment in Bombay.

ROWLAND & Co. beg to announce to the Gentry and General Public of Bombay, and the Mofussil, that they have OPENED a SADDLERY and HARNESS ESTABLISHMENT, at No. 8 Meadow Street, Fort, for the sale of Saddlery, &c., imported from England, as well as made in Bombay of the best English materials, at moderate rates; and having engaged the service of Mr. C. Spilling, who has had long experience in the trade in this country, good workmanship, &c., may be relied upon.

All orders will be promptly and carefully executed.

Orders from Outstations must be accompanied by a remittance or reference for payment in Bombay.

N.B.—A small consignment of Saddlery, &c., consisting of Hunting, Racing and Side Saddles, and also Pad Saddles for Boys and Girls, Bridles and Martingales of all descriptions, Whips, &c., has just been received ex s. s. PETERSBURG.

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RICHARDSON & ROBSON,
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IRON and BRASS FOUNDERS, SMITHS' ENGINEERS, and COMMISSION AGENTS.
Manufacturers of Cotton Presses, Girders, Boilers, Pumps, Tanks, Iron Gates and Railings, &c.

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Beg respectfully to invite the attention of Merchants, Captains of Vessels, Contractors, and the Public in general, to their large Stock, consisting of SHIP CHANDLERY of all sorts, including Anti-fouling Composition, for the bottoms of steam vessels and every description of engineering plant, for the repairs of steamers &c., &c. All articles supplied will be of the best quality and at moderate rates, and orders will meet with prompt execution, and be carried out in a manner which they trust will meet with approbation and a continuance of favours. A few articles on hand enumerated below, which may meet with attention:—

Peacock's and McInnes's Anti-fouling Composition.
McDougall's Disinfecting Powder.
Taps and Dies (Whitworth's) complete in Cases.
Low Moor Iron Bars, Plates and Rivets.
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Wire Netting.
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Patent Water Closets.
Traversing Screw Jacks.
Corrugated Iron.
Belting of sizes.
Clear Cloth.
Paper for Mill use.
Iron Tanks of sizes.
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Perforated Zinc Sheets.

N. B.—The Trade supplied at moderate rates.

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CAUTION TO PURCHASERS.

It has come to the knowledge of the undersigned, that VERY INFERIOR WATCHES, not made by him, but bearing his well known name, are being offered to the Indian public, at prices which preclude the best workmanship and warranty.

PURCHASERS are advised to EXERCISE CAUTION in BUYING, and if they are in doubt, they can remit direct by Bank Draft, or otherwise.

Price Lists of Gold and Silver Watches forwarded on application post free.

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JOHN MOIR AND SON,
Purveyors by special appointment to
H. R. H. DUKE OF EDINBURGH,
Preserved Provision Manufacturers and Export Oilmen,
ABERDEEN,
Established 1822,

Would direct the attention of the public to the quality of their various preparations—Soups, Essence of Beef, Fresh and Collared Salmon, Salmon Cutlets with Indian Sauce, Red, Pickled and Kippered Herrings, Findon Haddocks, Lobsters, Oysters, Sardines, Calf's Head Brawn, Condensed Milk, Cocoa and Milk, Chocolate and Milk, Salt Butter, Bacon, Hams, Tongues, Potted Meats, Scotch Jams, Jellies and Orange Marmalade, Confections, Sauces, Vinegars, Capers, Olives, Oils, Pickles, Baking Powder, Flavouring Essences, Table Jellies and Creams, Tart Fruits, &c., &c.

J. M. & S. are sole proprietors of the Aberdeen Pickles and Duke of Edinburgh Sauce.

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FOR SALE, on Commission, at the Rooms of BOMANJEE DOSSABHOY, Commission Agent, next to the Book and Tract Society, Esplanade:

A fresh batch of new Malvern dog-carts with lamps painted dark blue and dark green, lining to match with lancewood shafts, patent leather dashes and enamel leather aprons.

Also,

A fresh batch of highly furnished buggy, dog-cart, and carriage harness, plated on white metal with round and flat reins.

2 sets of best Kersey horse clothings.

Just Landed.

A new English-built buggy on C. springs by Ness, Brothers, Long Acre.

2 new Bicycles.

And also,

A second-hand English-built circular front glasses single horse miniature brougham with lamps.

The Properties of Gentlemen.

A nearly new and light miniature brougham in excellent order.

A second-hand first-rate high wheeled dog-cart by Bennien and Healey of Liverpool.

A second-hand Cab buggy by Hutchings and Otto.

A ditto ditto on C springs by E. Kesterton.

Also,

A first rate new English shaped light door shigram with lamps and shaft.

1 English-built dog-cart with lamps.

The properties of Gentlemen.

A nearly new light palanquin office shigram with lamps.

A second-hand English-built dog-cart.

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A very handsome English-built new and light mail phaeton with lamps, pole and shaft by Ness Brothers, Long Acre.

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A second-hand four seated English-built open-carriage with lamps and pole in excellent order.

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A handsome waggonette.

Just Landed ex Kennyon.

A very handsome English-built travelling phaeton by Ness Brothers, Long Acre.

Also,

1 nearly new English-built light park phaeton.

1 ditto ditto four-seated Broughams with circular glasses on front.

Just Landed ex Talbot.

A new and neat light single-seat miniature brougham with sliding glasses on front by Ness Brothers, Long Acre.

2 new velocipide.

Also,

A second-hand English-built full-size miniature brougham, by Holmes of Derby.

A few four in hand whips.

The Properties of Gentlemen.

1 second-hand English-built light four-seated open-carriage.

A first-rate high-wheeled Malvern dog-cart by McNaught and Smith.

Just Landed ex Fifeshire.

A new English-built self-driving or Park phaeton with lamps, pole and shaft by Ness Brothers, Long Acre.

The property of a Gentleman.

A very handsome light miniature Landau Sociable with lamps, pole and shaft by Ness.

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Several pairs of spare circular Glasses for miniature brougham of different sizes.

Few Iron Lifters for greasing Carriages.

Several other new and second hand. Different kinds of carriages to be seen in the other Godown, about 30 yards from the Rooms of the undersigned, on application.

BOMANJEE DOSSABHOY, Auctioneer and Commission Agent.

Commission Rooms, Esplanade, Bombay, 7th August 1870.

Printed and Published for the Proprietor by HENRY SLYTH, at the "Bombay Gazette" Steam Press, Meadow Street, Fort, Bombay.

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